



Request for Proposals

**For: Regional Transportation Planning and Travel
Demand Modeling Services**

ANTICIPATED PROCESS SCHEDULE

Issue Request for Proposals: May 2, 2024

Written Questions Deadline: May 16, 2024

Submittal Deadline: May 30, 2024

Interview Finalists: June 10–18, 2024

Notify Finalists of Decision: June 20–21, 2024

Contract Execution by: July 5, 2024

May 2, 2024

A. BACKGROUND INFORMATION

The Skagit Council of Governments (SCOG) is a voluntary organization of local governments within Skagit County whose purpose is to foster a cooperative effort in resolving problems, policies and plans that are common and regional. SCOG is the metropolitan planning organization designated under federal law and regional transportation planning organization designated under state law in Skagit County, Washington. According to recent SCOG estimates, there are approximately 131,000 residents, 53,000 housing units and 60,000 jobs in the planning area.

SCOG is initiating a request for proposals (RFP) from qualified firms for regional transportation planning and travel demand modeling services. This RFP is only open to those qualified firms or individuals that satisfy the requirements stated herein and are licensed and available to do business in Washington state. SCOG has a budget of up to \$320,000 available for this project. Additional funding may be available for this project, allowing for an expanded scope addressing new federal and state requirements more fully, as well as emerging regional emphasis areas.

It is anticipated that an agreement will be executed by SCOG and a firm or individual for this project, with an approximate 24-month term. The agreement start date is anticipated to be in July 2024 and end date in June 2026. SCOG anticipates any additional funds available to the project will only become available after the agreement is executed. Any changes to agreement scope, schedule or budget will be executed via an agreement amendment. A decision on whether additional funding becomes available for this project is expected in summer 2024, and may result in roughly a doubling of the project budget.

The regional transportation planning and travel demand modeling services contract will be funded through federal funds received by SCOG, and all applicable state and federal laws must be followed. This contract is subject to the appropriations of the State of Washington.

B. PROJECT OVERVIEW

SCOG's regional transportation plan (RTP) and regional travel demand model (RTDM) are being updated over the next couple years. The RTP is the federal-required metropolitan transportation plan for the metropolitan planning area, and is also the state-required regional transportation plan for the same area. SCOG typically updates the RTDM as the RTP is being updated every five years. Most recently, the RTP was updated in March 2021, with the RTDM updated on a concurrent timeline, and a new plan must be prepared by March 2026, with a new model being prepared to inform the plan and local comprehensive plans. The RTP is amended from time to time, as necessary, outside of the five-year update process.

SCOG has classified this update to the RTP as “major”, with the expectation that an entirely new plan be prepared that replaces and supersedes the current plan. The past couple five-year plan updates kept much of the same material from past plans and were prepared largely in house by SCOG staff, with professional services support primarily for updating the RTDM concurrently with the RTP update.

Much has changed in Washington state since the 2021 RTP update, with substantive changes to the Growth Management Act resulting in many new planning requirements around climate change, resiliency, multimodal level of service, housing and equity, among other subject areas. This RTP update will be the first five-year update since these new state-law planning requirements went into effect. Many of these new requirements apply to state and local agencies, but there are consistency requirements between state plans, local plans and the RTP, which implies a regional approach to addressing these new subject areas, even where direct Growth Management Act linkages to regional planning are not made in state law. Periodic updates to local comprehensive plans are now being prepared in the Skagit region with adoption required by the end of 2025. Many transportation-related state plans have been prepared the past few years and several more will be updated during the RTP update process. Ensuring consistency across these state and local plans with the RTP will require vigilance and flexibility to respond to changing guidance and actions of other organizations. In addition to consistency with state transportation plans and local comprehensive plans, the RTP must be consistent with countywide planning policies. These policies are currently in process of being updated, primarily addressing new requirements for housing under House Bill 1220 and new requirements for climate change, greenhouse gas emissions, per capita vehicle miles traveled, resiliency and multimodal level of service under House Bill 1181. Updated countywide planning policies may impact the RTP due to the consistency requirements between the policies and the plan.

The Washington State Department of Transportation (WSDOT) has requested that an analysis of truck parking needs be included within the RTP, complimenting work done statewide on identifying existing truck parking and addressing a lack of parking opportunities. Another component of the RTP, also an area of emphasis in the Skagit 2045 Regional Transportation Plan, is ongoing work in correcting barriers to fish passage in the Skagit region, consistent with the relevant federal injunction on correcting barriers to fish passage by 2030. Skagit Transit is also in the process of preparing a long-range transit plan, which is expected by SCOG to have relevance to the RTP and local comprehensive plans. Adoption of Skagit Transit’s plan is expected in late 2024.

Engaging the public and stakeholders will be part of the planning process, and is expected to be a combination of in person and remote opportunities to participate. Establishing a name for the RTP, project branding and a project website are also part of the planning process.

SCOG envisions a final RTP is prepared by March 2026 that can be accessed using PDF format, as has been the case with past plans. Also anticipated is the capability to add RTP elements to SCOG's website in the future, with the goal of making the final plan more accessible and engaging for those that may not to read through a lengthy document and appendices. PDF chapters and appendices for the current RTP are posted to [SCOG's website](#), along with a webmap, but the next version of the RTP is expected to have content that is more engaging online, both through the temporary project website and through web content posted to SCOG's website after plan completion. See the Scope of Services section of this RFP for more information on anticipated planning activities.

The RTDM is a trip-based, three-step model for the p.m. peak period (4-6 p.m.) for a typical weekday, with one-hour volumes. Mode choice is not modeled at SCOG and has historically not been part of SCOG modeling efforts. The model currently includes 387 traffic analysis zones and 10 external stations - which are primarily at ferry terminals, state routes and Interstate 5 at Skagit County boundaries. SCOG uses PTV Visum modeling software and expects this to continue throughout the contract period. Household trip generation uses a cross-classification model with household size and number of workers segmented into groups by trip purpose (i.e. home-based work person trips, home-based other person trips and non-home-based person trips). It is anticipated these classifications will be updated through this model update project, using data from a household travel survey for the Skagit region that was completed in 2021. Employment trip rates are also expected to be updated, and are currently based upon historic SCOG-model employee trip rates grouped into land use bins by North American Industry Classification System codes (i.e. RETAIL, FIRES, GOV, EDU, WTCU, MANU, RESOURCE and HEALTH). Trip distribution uses a common gravity model to distribute trips. The number of trips in a traffic analysis zone (TAZ) and route travel time factor into the gravity model. Network assignment uses equilibrium assignment techniques for the regional roadway network. Link types are used in the model to define basic roadway attribute assumptions, node types are used to define basic intersection control types and turn capacities are assigned to nodes based on intersection characteristics. And volume-delay functions are applied to the regional roadway network as traffic volumes approach capacity. Multi-point assignment is used for some TAZs in the model, for zones with multiple connectors loading trips on to the regional roadway network from zone centroids. The last update to the RTDM was conducted by a consultant team in 2020-2021, with a 2018 base year and a 2045 horizon year. SCOG anticipates the base year for the new model will be 2022 with a horizon year of 2050, corresponding with the horizon year of the RTP. Another professional services agreement, concluding in spring 2024, has provided 2022 and 2050 land use forecasts at the TAZ level to support the update to the RTDM.

Modeling for this project is broken up into two distinct phases. The first phase is to update the current version of the model, incorporating new TAZs and socio-economic data into the 2018 model to create an interim 2022 base year and 2045 baseline version of the model.

These two versions will be available for local governments to inform their local comprehensive planning processes. SCOG is targeting to have this interim update available by the end of 2024. The second phase of modeling is for the RTP, involving a more comprehensive update to the model in 2025 and into 2026. See the Scope of Services section of this RFP for more information on anticipated modeling activities.

SCOG anticipates requesting additional funding to complete expansion tasks described in the Scope of Services section of this RFP. If these additional funds become available to expand the scope of the project, an amendment to any professional services agreement would be negotiated prior to execution by parties to the agreement. SCOG expects this amendment would occur in summer 2024. The plan due date of March 2026 would not change, as this is the required federal five-year update timeline following March 2021 RTP adoption. Any schedule updates would have to dovetail with the existing project timeline as practicable.

C. SCOPE OF SERVICES

The general scope of work for this contract is expected to include the tasks in this section, except those identified as expansion tasks. Proposers are strongly encouraged to consider best practices in regional transportation planning, regional travel demand modeling, review data needs for the regional transportation plan and regional travel demand model, and suggest changes in the Scope of Services section if warranted.

SCOG will provide staffing to this project via a project manager and other staff, including organization leadership, planning and financial services staff. SCOG currently employs four full-time employees, one part-time employee and contracts for financial services. SCOG expects to hire an intern in 2025 that can provide limited assistance to this project. Task work on the project will generally be split between SCOG staff and consultant(s), with some tasks requiring greater SCOG staff involvement and other tasks requiring less. For estimating purposes, proposers can assume roughly an 80/20 split, with consultants devoting 80% of total hours to the project and SCOG staff 20%. Tasks associated with project administration may be closer to a 50/50 split, and modeling tasks 90/10, but this 80/20 split can be used as a general assumption of hours spent for the entire project. SCOG does not provide an estimate of SCOG staffing hours by task in this RFP and does not expect proposers to include estimates of hours spent by SCOG staff in proposals.

Other tasks, such as preparation of a regional transportation strategy – a requirement of state law applicable to regional transportation planning organizations – and environmental review under the State Environmental Policy Act (SEPA), will be conducted as part of this project. As these tasks are expected to be completed entirely by SCOG, they are not outlined in this RFP and proposers are not expected to address these tasks. For reference, completion of the regional transportation strategy is expected in summer 2024 and SEPA environmental review prior to March 2026 RTP adoption.

ADMINISTRATION TASK: PROJECT ADMINISTRATION AND COORDINATION

This task includes ongoing project administration and coordination with SCOG throughout the agreement period. Monthly invoices and progress reports should be submitted to SCOG for the previous month's work. Project meetings between SCOG and the consultant should occur as necessary throughout the agreement period, no less than monthly and more frequently as project work warrants. Meetings may be in person, over the phone or via web conferencing, or a combination of formats.

This task should continue throughout the agreement period.

Administration Task Contractor Deliverables:

- A. Project meetings as necessary; and
- B. Monthly progress reports and invoices.

PLANNING TASK 1: DEVELOP AND IMPLEMENT ENGAGEMENT AND OUTREACH PLAN, PROJECT WEBSITE AND BRANDING

Consistent with SCOG's [Public Participation Plan](#), the RTP process includes the creation and execution of a public involvement plan (PIP). In addition to involving members of the public, the PIP should include outreach and other engagement opportunities, including, but not limited to: consultation with federal agencies, state agencies and Indian tribal governments; processes for formal public comment during the planning process; goals and objectives for public participation; translation and interpretation needs; and collecting and evaluating data on public involvement. After the PIP is prepared, it will be implemented throughout the remainder of the planning process.

Branding is also a part of this project and includes: creation of a project name, which should become the name of the RTP when complete; and creation of a project logo(s) and other branding materials to clearly distinguish this project from other SCOG projects. "Skagit 2050 Regional Transportation Plan" has been used as an RTP interim name for consistency with two updates to the RTP adopted in 2016 and 2021: Skagit 2040 Regional Transportation Plan and Skagit 2045 Regional Transportation Plan.

The project will also include establishing a temporary project website, hosted separately from the SCOG website, which should include project information and tools for engaging the public.

This task should start at the beginning of the agreement period.

Planning Task 1 Contractor Deliverables:

- A. Establish project name;

- B. Establish and maintain temporary project website;
- C. Prepare project branding materials; and
- D. Prepare and implement public involvement plan.

PLANNING TASK 2: COORDINATE WITH OTHER CONCURRENT REGIONAL PLANNING EFFORTS

SCOG will be conducting two other substantial regional planning processes as the regional transportation plan is being prepared, both new plans that have never been prepared by SCOG previously. SCOG was selected by the Federal Highway Administration (FHWA) to receive a discretionary grant under the Safe Streets and Roads for All program to prepare a comprehensive safety action plan for the Skagit region meeting federal requirements. SCOG was also selected by FHWA to receive a discretionary grant under the Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) program to prepare a resilience improvement plan for the Skagit region meeting federal requirements. These PROTECT funds supplement earlier funding under the Surface Transportation Block Grant program, also funding this resilience planning effort.

SCOG expects ongoing coordination between these three separate and distinct planning processes. Inputs from the comprehensive safety action plan and resilience improvement plan should inform the RTP. The detailed scope and schedule for the other two planning efforts is not yet finalized, but SCOG expects they will be over the next few months. There may be analyses, policies, strategies, priorities, estimates of expenditures and other items that are prepared for the comprehensive safety action plan and resilience improvement plan that will provide inputs into the RTP, even though much of the work will be done through these other planning processes. Prioritized projects from these other planning processes may be included in the RTP if projects lists are prepared and relevant projects determined to be Regionally Significant. Any estimated long-term costs from these other plans potentially may be accounted for as programmatic expenditures in the RTP.

This task should continue throughout the agreement period.

Planning Task 2 Contractor Deliverables:

- A. Coordination with other concurrent regional planning efforts; and
- B. Integration of inputs from concurrent regional planning efforts into regional transportation planning process.

PLANNING TASK 3: ADDRESS FEDERAL AND WASHINGTON STATE TRANSPORTATION PLANNING REQUIREMENTS

Federal requirements for a metropolitan transportation plan and state requirements for a regional transportation plan apply to the RTP update. The planning horizon for the RTP

must be extended from 2045 to 2050 to maintain consistency with the definition of a metropolitan transportation plan addressing no less than a 20-year planning horizon. The geographic area for the RTP is the metropolitan planning area, which is also the boundary of Skagit County and the Skagit region. Additional federal requirements are related to measuring performance of the regional transportation system via a system performance report, which is tied to the performance targets SCOG sets for the metropolitan planning area. State requirements for a regional transportation plan are included in RCW 47.80. While there is some overlap with federal requirements, there are some unique inclusions within state law that are not in federal law, such as the requirement that the RTP is based on a least cost planning methodology and is consistent with countywide planning policies for growth management. Both federal and state requirements include a financial element, identification of a regional transportation system, inclusion of planned transportation facilities, and development of actions and strategies relevant to the regional transportation system. Examples provided above of varying requirements are intended to provide examples of how federal and state requirements are similar and dissimilar, not a comprehensive listing of all applicable requirements.

Proposers should clearly demonstrate an understanding of the federal and state requirements applicable to the RTP and include a reasonable schedule of project tasks leading up to March 2026 RTP adoption. Proposers should also be familiar with the existing appendices of [Skagit 2045 Regional Transportation Plan](#), including: definition of Regionally Significant and relevant project information pages; Environmental Justice and equity analysis; maps of existing transportation facilities; financial assessment; baseline system performance report; fish-passage information; and materials documenting outreach conducted during the 2020–2021 RTP update. These appendices provide examples of additional information provided to supplement what was included within the current RTP and do not necessarily reflect what will be included in the next RTP. Proposers should also be aware of the [Skagit 2045 Regional Transportation Plan Web Map](#), which displays much of the geographic information included in the current RTP.

Planning Task 3 Contractor Deliverables:

- A. Address all federal and state planning requirements in the regional transportation planning process; and
- B. Incorporate results from planning process addressing federal and state requirements into regional transportation plan.

PLANNING TASK 4: ADDRESS NEW WASHINGTON STATE PLANNING REQUIREMENTS LINKING TO THE REGIONAL TRANSPORTATION PLAN

Washington state House Bill 1181 introduced many new planning requirements. While these new requirements are primarily directed at local comprehensive plans, several have connections to the RTP. When SCOG’s Skagit 2045 Regional Transportation Plan was

adopted, in March 2021, the requirements of House Bill 1181 did not yet apply as the changes to state law did not occur until 2023. Under House Bill 1181, changes were made to RCW 36.70A that point to changes in a regional transportation plan prepared pursuant to RCW 47.80, yet the only revision to RCW 47.80 was a new provision for WSDOT to compile, maintain and publish per capita vehicle miles traveled information. The last time changes were made to RCW 47.80.030, which includes the required contents of the RTP, was 2005.

Recognizing changes to state law that indirectly relate to the RTP, SCOG acknowledges the change to the Transportation planning goal and the Climate Change and Resiliency planning goal will impact the preparation and content of the RTP, even though RCW 47.80.030 has not been revised since 2005. These subject areas include, but are not limited to: accounting for and reducing transportation-related greenhouse gas (GHG) emissions; estimating and reducing per capital vehicle miles traveled (VMT); mitigating the effects of climate change; preparing for climate impact scenarios; fostering resilience to climate impacts and natural hazards; protecting and enhancing health and safety; and advancing Environmental Justice.

Multimodal level of service is another subject area in House Bill 1181 new to state law. Again, the connection to regional transportation plan requirements is indirect. Under RCW 47.80.030, the RTP establishes level-of-service standards for state highways and ferry routes, which are developed jointly with WSDOT. Transportation facilities of statewide significance are set through a different process, consistent with RCW 47.06.140. In the Skagit region, Highways of Statewide Significance are Interstate 5 and State Route 20, including the State Route 20 spur. All other state highways in the Skagit region are of regional significance and SCOG sets standards for these facilities jointly with WSDOT in the RTP. Level-of-service standards for the Anacortes to San Juan Islands are established jointly by SCOG and WSDOT through the RTP as well. These types of expected coordination activities should be documented in the public involvement plan for the RTP, with WSDOT a partner in establishing these level-of-service standards. Because level of service was not expanded to “multimodal” in RCW 47.80, there is lack of clarity on what level-of-service standards are set in a regional transportation plan, though the RCW does not expressly restrict SCOG from setting multimodal level-of-service standards. Regardless of applicability of the multimodal aspects of level of service, there will be coordination required as part of the RTP process to set level-of-service standards jointly with WSDOT. State guidance on level-of-service standards is now being developed and is expected by SCOG over the next few months.

At a minimum, the RTP should clearly articulate what actions are taken in the plan to reduced per capita VMT and transportation-related GHG emissions. Even if reductions cannot be reasonably quantified, the RTP should at least include qualitative expectations or reductions, utilizing research for other areas if necessary to substantiate expected changes. There are expansion tasks later in the Scope of Services section relating to per

capita VMT, transportation-related GHG emissions and multimodal level-of-service standards that are expected to be implemented if additional funding becomes available for this project.

Planning Task 4 Contractor Deliverables:

- A. Coordination with SCOG and other agencies on addressing new planning requirements in state law with connections to the regional transportation plan; and
- B. Incorporate new planning requirements into regional transportation plan.

MODELING TASK 1: EVALUATE INITIAL DATA SET

SCOG uses PTV Visum 2020 for the regional travel demand model. SCOG will provide all model information from the current model that can be provided, except for confidential employment data. Evaluation of these data should occur early in the agreement period and identification of any likely deficiencies that may warrant substantial time to rectify. The current version of SCOG's regional travel demand model is on [GitHub](#). [Documentation](#) of SCOG's travel demand model is also available for review.

A household travel survey was conducted for the Skagit region in 2021, but none of the survey outputs have yet been included in the regional travel demand model. The COVID-19 pandemic led to several launch delays for the household travel survey and ultimately did not result in household travel survey inputs into the regional travel demand model due to the timing of the survey and the last model update. A [household travel survey database](#), [database instructions](#) and [quick-start guide](#) are available for review.

SCOG updated traffic analysis zones in 2023 and has not yet incorporated the zones into the model. Model connectors are in the process of being updated by SCOG to connect zone centroids to model links. SCOG anticipates model connectors will be complete before the professional services agreement begins.

This task should start at the beginning of the agreement period.

Modeling Task 1 Contractor Deliverables:

- A. Memo summarizing evaluation of available data and anticipated data needs.

MODELING TASK 2: UPDATE MODEL ON AN INTERIM BASIS FOR USE IN LOCAL COMPREHENSIVE PLAN UPDATES

This task involves preparing an updated 2022 base year and a 2045 baseline to distribute to local agencies for their use in local comprehensive planning, utilizing as much of the current regional travel demand model as practicable.

Local agencies have begun updates to the comprehensive plans, due at the end of 2025. SCOG's current RTDM has a 2018 base year and a 2045 baseline, includes a zonal structure largely unchanged since 2013 and higher forecasted population and employment growth than what is now anticipated. SCOG just completed an update to the traffic analysis zones to incorporate into the model, reflecting changes in urban growth areas and making geographies consistent with 2020 census boundaries. SCOG is now updating the centroid connectors for the zonal structure to connect zones to links in the network. Initial growth allocations for population, housing and employment were approved at the regional level in December 2023, and have been incorporated into the new TAZs.

While quality assurance and quality control is required with this interim model update, it is not anticipated that these model deliverables will be specified to the 2021 household travel survey, and expected changes to trip generation, time-of-day modeling, validation, documentation and other steps will occur later in the agreement period for the RTP after these interim updates. The intent is to provide a relatively quick update to the existing regional travel demand model for use in local comprehensive plans, with more expansive modeling activities coming later. SCOG expects to process 2022 traffic counts to inform this interim model update, with some minor model validation occurring before finalizing the model version. No revisions to links, nodes nor turns is expected - changes are expected with travel demand, not travel supply modeled as the regional transportation network. Any changes to the procedure sequence are expected to be minor with the goal of providing a functional interim model by the end of 2024.

This task should be completed by the end of 2024.

Modeling Task 2 Contractor Deliverables:

- A. 2022 base year model version; and
- B. 2045 forecast year baseline model version.

MODELING TASK 3: SPECIFY MODEL PARAMETERS AND ESTIMATE TRIP GENERATION

SCOG's current regional travel demand model is a trip-based, three-step model for the p.m. peak period (4-6 p.m.) with one-hour volumes for a typical weekday. SCOG expects to expand time-of-day modeling with this model update from a p.m. peak period to a daily model for an average weekday. Time-of-day modeling within the average weekday

will likely include a.m. peak, midday and p.m. peak periods, using travel patterns from the 2021 household travel survey to inform the selection of time periods.

New household trip generation rates should be prepared in 2025, using data from the 2021 household travel survey. Model productions are currently person trips estimated using a cross-classification model using number of people per household and number of workers per household by trip purpose as variables. Model attractions are currently person trips based primarily on the ITE Trip Generation Manual, and remain mostly unchanged through the past few iterations of SCOG's regional travel demand model. New employment trip generation rates should be prepared in 2025, informed by data from the 2021 household travel survey and other data sources.

External-internal, internal-external, and external-external trip generation must be estimated and incorporated into the model. Most external stations are located at Skagit region boundaries, though some are located within the boundaries (e.g. Guemes Island, forest lands). Traffic counts on county roads and state highways are available to inform this task, along with ridership information for state and county ferries. Permanent traffic recorders are located on Interstate 5 in Mount Vernon and also near the boundary of Skagit and Snohomish counties.

SCOG expects that changes to the travel supply inputs to reflect the base year 2022 road network should be extremely minor. Since 2021, a few roundabouts have been added to the road network, with limited new roadways and travel lane expansions. Expected revisions to nodes, links and turns are also expected to be minor, though an update to the federal functional classification roadway system statewide, which should be complete in late 2024, may impact travel supply inputs to the model. Speed limits in the RTDM should also be reviewed and updated if necessary.

Modeling Task 3 Contractor Deliverables:

- A. Expand model to 24-hour average weekday with three periods;
- B. Update household trip generation model;
- C. Update employment trip generation model;
- D. Estimate all trips with an external trip end; and
- E. Update travel supply inputs.

MODELING TASK 4: ESTIMATE TRIP DISTRIBUTION AND CALIBRATE MODEL

Use the gravity model to link productions and attractions between model traffic analysis zones. Apply travel impedance factors, and calibrate using different trip purposes and time of day travel.

Modeling Task 4 Contractor Deliverables:

- A. Model origin and destination matrices; and
- B. Incorporation into model.

MODELING TASK 5: VALIDATE MODEL PARAMETERS

Validate model using readily available information, including traffic counts provided by SCOG. Counts from other sources, including WSDOT, and ferry counts may also be utilized to validate the model. Counts may be utilized for Modeling Task 2.

Modeling Task 5 Contractor Deliverables:

- A. Completion of model validation.

MODELING TASK 6: PROVIDE MODELING ASSISTANCE FOR REGIONAL TRANSPORTATION PLAN UPDATE

SCOG will utilize the regional travel demand model to inform the regional transportation plan update. The base year is anticipated to be 2022 and the forecast year 2050. For 2050, it is expected that three versions of the model will be prepared, with each successive version adding transportation projects and forecasting impacts of those projects on traffic congestion. The 2050 baseline version is expected to include the existing regional roadway network and those projects expanding capacity on the network that already have committed funding. The 2050 planned version is expected to incorporate the 2050 baseline, and add capacity expansion projects that are planned and fiscally constrained. Finally, the 2050 illustrative version is expected to incorporate the 2050 planned version and add illustrative capacity expansion projects that are not fiscally constrained.

SCOG staff plans to model each project within the RTDM to assess individual impacts on the regional roadway network for vehicle miles traveled and vehicle hours of delay, with projects additionally evaluated on a number of other metrics that are not included within the models. Consultant assistance is anticipated for including capacity expansion projects into one or more PTV Visum versions that SCOG can use to conduct these analyses. Project impacts are expected to inform the relative priority of projects within the RTP. Project evaluations may include, but are not limited to: select-link analysis; vehicle hours of delay; and vehicle miles traveled. At an aggregate level for the RTP, RTDM analysis may include, but is not limited to: volume-to-capacity ratios; vehicle hours of delay; and vehicle miles traveled. Regional system impacts are summarized in the current RTP in [Section 5: Transportation Improvements & Programs](#), referenced here to provide examples of how the RTDM was utilized in 2020–2021 as the RTP was being prepared.

Local jurisdictions are now updating their comprehensive plans and projects in the RTP are expected to change as these local comprehensive plans are adopted, leading up their

December 2025 adoption deadline. SCOG anticipates there may be many new local projects that are defined as Regionally Significant in the RTP and can also be modeled in the RTDM. There will also be likely be many projects that are Regionally Significant and cannot be modeled in the RTDM. Additionally, several funded projects are expected to drop off the current RTP project list as they have been constructed or are in the process of being constructed.

Modeling Task 6 Contractor Deliverables:

- A. 2022 base year model version;
- B. 2050 forecast year baseline model version - includes committed projects;
- C. 2050 forecast year planned model version - includes committed & planned projects;
- D. 2050 forecast year illustrative model version - includes committed, planned & illustrative projects; and
- E. Modeling assistance with project-level analyses SCOG conducts and aggregate analyses of the regional transportation system.

MODELING TASK 7: PROVIDE MODELING TRAINING

SCOG does not employ a full-time modeler and multiple staff share modeling duties on a part-time basis. Modeling training is included as a task to transfer knowledge from the consultant to SCOG staff. During model development, and near the end of the agreement period, SCOG will work with the consultant to schedule 2-3 sessions on training for the model. These can be in-person trainings at SCOG offices or elsewhere in Western Washington, or over web conferencing. Trainings will likely involve 2-3 SCOG transportation planning staff. Consultants may propose another schedule for training(s) to reduce travel costs, reduce other costs to consultant, or otherwise attain greater cost efficiencies.

Training must utilize PTV Visum software and should focus on knowledge transfer, including, for example: key model assumptions; general operability of the model; incorporating trip generation into the model; editing attributes; modeling procedure sequence; assessing project impacts; screen line analysis; demand and skim matrices; model validation and reasonableness checks; and displaying and exporting model results. SCOG expects to work with the consultant on scoping the trainings during the agreement period.

Modeling Task 7 Contractor Deliverables:

- A. Model training session(s) for SCOG staff.

MODELING TASK 8: PREPARE MODEL DOCUMENTATION

Documentation of the regional travel demand model must be prepared prior to the completion of the project, shall be thorough and provide for replicable procedures used to update the travel demand model.

Modeling Task 8 Contractor Deliverables:

- A. Draft model documentation; and
- B. Final model documentation.

EXPANSION TASK 1: ESTABLISH REGIONAL FRAMEWORK FOR TRANSPORTATION-RELATED GREENHOUSE GAS EMISSIONS AND PER CAPITA VEHICLE MILES TRAVELED

This task is unfunded. Proposers should suggest how this task may be accomplished if additional funding becomes available. SCOG plans on pursuing additional funding for this task, and if funded, amending the professional services agreement in August/September 2024 to account for the change in scope, schedule and budget.

House Bill 1181 introduced new requirements to local comprehensive plans for local agencies planning to reduce greenhouse gas emissions, both related to transportation and other sources, and reduce per capital vehicle miles traveled. Though the RCW directly guiding what is required in regional transportation plans did not change, indirect references to regional transportation plans implies a regional planning framework for reducing per capita vehicle miles traveled and transportation-related greenhouse gas emissions.

Proposers should describe proposed approaches for how SCOG may implement a regional framework for reducing per capita vehicle miles traveled and transportation-related greenhouse gas emissions. This could include: a brief description of potential data sources and tools that could be developed/utilized; examples of methods used in other areas that SCOG may consider, recognizing that federal air quality requirements applying to nonattainment and maintenance areas do not apply to SCOG's planning area; how scenario planning could include assessments to per capita VMT and transportation-related GHG; and how a regional framework for per capita VMT and transportation-related GHG could be utilized in future regional planning, programming and project-selection processes. Care should be taken so any benefits and disbenefits are not double counted at the state, regional or local levels. Any regional framework should clearly articulate what benefits and disbenefits are estimated based on actions that could be taken at the regional level, excluding credit for actions taken at the statewide and local levels.

Tools and methods may include inputs to the regional travel demand model and/or outputs from the model, though that is not required. Any relationship to the regional travel demand model, if any, should be clearly described.

Expansion Task 1 Contractor Deliverables:

- A. Memo summarizing approach to establishing regional framework for reducing per capita VMT and transportation-related GHG emissions;
- B. Implement appropriate regional tools; and
- C. Incorporate outcomes into regional transportation plan and regional travel demand model, if necessary.

EXPANSION TASK 2: ESTABLISH REGIONAL FRAMEWORK FOR MULTIMODAL LEVEL OF SERVICE

This task is unfunded. Proposers should suggest how this task may be accomplished if additional funding becomes available. SCOG plans on pursuing additional funding for this task, and if funded, amending the professional services agreement in August/September 2024 to account for the change in scope, schedule and budget.

House Bill 1181 introduced new requirements to local comprehensive plans for local agencies to establish multimodal level-of-service (LOS) standards. At the regional level, SCOG is interested in establishing a regional framework for multimodal LOS for the regional transportation system, particularly state highways and ferry routes that are not identified as Highways of Statewide Significance (HSS) by the Washington State Transportation Commission.

Proposers should describe a regional approach to multimodal LOS, with an emphasis on establishing standards for transit and active transportation facilities that are regional in nature. Though SCOG is not required to utilize LOS standards set by WSDOT – acknowledging that LOS on HSS facilities is established by WSDOT and not SCOG – there is a requirement that LOS standards be developed jointly by WSDOT and SCOG for state facilities of regional significance. This requirement in state law should be taken into account, but does not limit SCOG to using the same methods WSDOT uses to set LOS on HSS.

Tools and methods may include inputs to the regional travel demand model and/or outputs from the model, though that is not required. Any relationship to the RTDM, if any, should be clearly described. Tools and methods should assess current condition of multimodal LOS, including any deficiencies in the regional transportation system. Since the RTP horizon year will be 2050, forecasts of multimodal LOS should be prepared to that year along with a prioritization system to address any gaps in multimodal LOS. SCOG does not anticipate that any intersection-level analysis would be undertaken for multimodal LOS on the regional transportation system. Final results should be displayed at the link level of the regional transportation system in geographic information systems for vehicles, pedestrians, cyclists and transit.

SCOG recognizes that existing data sources relevant to establishing a regional multimodal LOS framework may be limited, particularly if relying upon inventories of data provided by state and local governments. SCOG maintains limited data on the regional transportation system – primarily housed within the regional travel demand model and geographic information systems – but does not compile and maintain data on facilities such as sidewalks, bike lanes, multi-use paths, transit stops and headways. Proposers could share examples of how limitations in data availability and quality may be addressed at the regional level, and consider sources of data outside of what may be available from state and local governments.

Expansion Task 2 Contractor Deliverables:

- A. Memo summarizing approach to establishing regional framework for multimodal level-of-service standards;
- B. Implement appropriate regional tools; and
- C. Incorporate outcomes into regional transportation plan and regional travel demand model, if necessary.

EXPANSION TASK 3: ESTABLISH REGIONAL FRAMEWORK FOR EQUITY

This task is unfunded. Proposers should suggest how this task may be accomplished if additional funding becomes available. SCOG plans on pursuing additional funding for this task, and if funded, amending the professional services agreement in August/September 2024 to account for the change in scope, schedule and budget.

Recent actions at the federal and state levels have centered equity considerations in metropolitan transportation planning, regional transportation planning and in local planning efforts. This task is intended to more fully integrate equity considerations into the regional transportation plan, consistent with Washington state’s E2SSB 5141, and federal emphasis on advancing racial equity and support for underserved communities via Executive Order 13985 and the Justice40 Initiative.

Tools and methods may include inputs to the regional travel demand model and/or outputs from the model, though that is not required. Any relationship to the regional travel demand model, if any, should be clearly described. Equity benefits and disbenefits could consider the surrounding location of a project, via proximity analysis, but should also look further to actual users of a facility, which may or may not be those living adjacent to the project. SCOG has experience conducted proximity analysis for Environmental Justice analysis, and has some limited experience in conducting select-link analysis at the project level in the regional travel demand model, but is interested in expanding the scope to look more broadly at impacts to populations beyond those identified as Environmental Justice populations under federal requirements, to include

vulnerable populations and overburdened communities defined in Washington state law.

Expansion Task 3 Contractor Deliverables:

- A. Memo summarizing approach to establishing regional equity framework;
- B. Implement appropriate regional tools; and
- C. Incorporate outcomes into regional transportation plan and regional travel demand model, if necessary.

EXPANSION TASK 4: EXPAND SCENARIO PLANNING CAPABILITIES

This task is unfunded. Proposers should suggest how this task may be accomplished if additional funding becomes available. SCOG plans on pursuing additional funding for this task, and if funded, amending the professional services agreement in August/September 2024 to account for the change in scope, schedule and budget.

Alternatives analyzed in past iterations of the regional transportation plan have focused on levels of transportation investments, focusing on current and forecast revenues and expenditures for the timeframe of the RTP. Scenario planning should include these elements of cost, but there is a regional interest in considering different growth patterns and their resulting impact on the regional transportation system via different scenarios. Scenarios could consider various levels of growth in the RTP, including, but not limited to: continuing at the current countywide planning policy of allocating future population growth to urban growth areas at 80% of all countywide growth; reducing future population growth assumption to 70%, which tracks more closely with recent trends; and expanding future population urban growth area assumption to 90%. Considering these three scenarios could also include some assessment of mode shift, and implications for climate change planning related to House Bill 1181, such as impacts to per capita vehicle miles traveled and transportation-related GHG emissions. Other considerations could include expansions to the regional nonmotorized transportation system, passenger vehicle mix between electric vehicles and other vehicles, and other considerations related to equity and planning for climate change.

Expansion Task 4 Contractor Deliverables:

- A. Memo summarizing approach to expanding scenario planning capabilities;
- B. Implement appropriate regional tools; and
- C. Incorporate outcomes into regional transportation plan and regional travel demand model, if necessary.

FINAL DELIVERABLES TASK: FINAL DELIVERABLES

All final deliverables shall be provided to SCOG staff with reasonable time for review prior to acceptance. SCOG staff will review all contractor provided final deliverables and submit comments to contractor in a timely manner prior to acceptance. Only timely comments are expected by SCOG to be addressed prior to finalizing deliverables, but reasonable timelines for review and comment should be provided by the contractor.

All project files associated with final deliverables shall be provided to SCOG prior to contract closeout, including, but not limited to: Word documents; Excel workbooks; PowerPoint presentations; GIS files; PDF files; InDesign files; and PTV Visum files. SCOG staff will notify contractor in a timely manner if any files appear to be missing or cannot be accessed properly.

SCOG's Transportation Policy Board meets monthly. The final presentation by the contractor is expected at the **January 21, 2026** meeting of the Transportation Policy Board. This is a key date for the contract as the final plan is due in March 2026.

This task must be completed by March 2026, with the exception of delivery of project files which can occur after March before the agreement expires.

Final Deliverables Task Contractor Deliverables:

- A. Draft plan;
- B. Presentation to Transportation Policy Board;
- C. Final plan; and
- D. All project files associated with final deliverables, including project files not yet delivered under modeling tasks and other tools.

D. MINIMUM QUALIFICATIONS

Proposers must have demonstrated experience in metropolitan transportation planning, regional transportation planning and travel demand modeling, with a minimum of five years' experience of a principal project team member in conducting similar scopes of work.

E. PROPOSAL SCORING CRITERIA AND CONTENT

Proposals will be scored using the following criteria:

QUALIFICATIONS – 25%

- A. Provide name, address and telephone number of the firm or individual;

- B. Describe experience on similar relevant projects with contact information for each project;
- C. Include names of project team members, professional certifications/registrations and relevant experience of each; and
- D. Provide references, including names and phone numbers of contact persons.

APPROACH - 30%

- A. Provide a detailed scope of work and describe how it will be accomplished. This scope should follow the tasks in the Scope of Services section of the RFP, excluding the expansion tasks;
- B. Proposers are strongly encouraged to consider best practices in metropolitan transportation planning and regional transportation planning, review potential data sources for the RTP, and suggest changes in the Scope of Services section if warranted; and
- C. Proposers are strongly encouraged to consider best practices in regional travel demand modeling, review data needs of the RTDM, and suggest changes in the Scope of Services section if warranted.

BUDGET - 10%

- A. Provide a budget that includes estimates of billable hours, cost per hour, and hours per task for each individual on the contractor team, including subcontractors;
- B. Clearly differentiate all non-labor costs, including, but not limited to travel, translations of materials into Spanish, printing and webhosting; and
- C. Clearly differentiate any subcontracted work in the budget.

SCHEDULE - 10%

- A. Provide a project schedule that includes all Scope of Services section tasks, except expansion tasks, and milestones and deliverables.

EXPANSIONS - 25%

- A. Provide a detailed scope of work for additional tasks on a regional framework for greenhouse gas emissions and per capita vehicle miles traveled, regional multimodal level-of-service standards, expanding scenario planning capabilities, and integrating equity considerations into the regional transportation planning process, and describe how all could be accomplished. This additional scope should follow the expansion tasks in the Scope of Services section of the RFP;

- B. Scope of work should clearly describe what is proposed for the regional travel demand model and/or other tools, and how they would be integrated into the regional transportation planning process and inform the plan;
- C. Proposers are strongly encouraged to consider best practices in subject areas of expansion tasks and suggest changes in the Scope of Services section if warranted;
- D. Provide a budget for expansion tasks following three Budget criteria above; and
- E. Provide a schedule for expansion tasks following Schedule criterion above.

Proposals must total no more than 25 pages. A cover letter does not count toward the 25-page maximum and dividers do not count as pages if they do not contain content (i.e. text, pictures and graphics) other than what is necessary to identify the section of the proposal. Front and back covers of the proposal also do not count toward the 25 pages.

F. CONTRACT TERM

The contract is anticipated to begin in July 2024 and end in June 2026. Any contract extension must be mutually agreed by the contractor and SCOG.

G. SUBMITTAL AND SELECTION PROCESS

Proposals must be received by **5:00 p.m. (PT) on May 30, 2024**. It is anticipated that submitted proposals will be evaluated within one week of the submission deadline. SCOG expects to make the selection decision after evaluating written proposals, conducting interviews and contacting references. Any interviews with prospective individuals or firms will be scheduled for **June 10-18, 2024**. A teleconferencing option will be provided to reduce travel time and costs. After interviews, references will then be contacted and a firm or individual will be selected to undertake the project.

Proposals will be reviewed based upon the qualifications of the personnel assigned to the project and experience with similar projects, project approach, schedule and budget. Proposals will be evaluated by a review team selected by SCOG to determine which proposal, if any, would be in the best interest of SCOG.

SCOG reserves the right to accept or reject any or all proposals received from this RFP, or to negotiate separately with any proposer, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of SCOG.

This RFP includes the Scope of Services in Section C to be performed, which should be used as the general basis for the proposal. Variations or alternative approaches are welcome. Proposals which do not include all requested information listed in Section E

may be considered non-responsive. All proposals will become a part of the public file on this matter without obligation to SCOG.

H. INTERPRETATION OF RFP PRIOR TO PROPOSAL

Any person may request interpretation, clarification or correction of this RFP. Requests may be made to clarify intended meaning of any part of this solicitation, or to correct any discrepancies or omissions identified in the specifications. Such request must be by email and must be delivered to the SCOG contact person no later than **5 p.m. (PT) on May 16, 2024**. The person submitting the request is responsible for its timely delivery. Any interpretation, clarification, or correction to the RFP will be made by written addendum and will be available on the homepage of SCOG's website (www.scog.net), under "Recent News".

Any questions concerning this solicitation should be directed during the hours of 8:00 a.m. and 5:00 p.m. (PT), Monday through Friday, to:

Mark Hamilton, AICP
Senior Transportation Planner
Skagit Council of Governments
Telephone: (360) 416-7876
Email: markh@scog.net

I. POST-CLOSING DISCUSSION

Conversations may take place between SCOG and proposers after the responses are opened, for purposes of clarification. Proposers will be held to the information submitted in their proposals and subsequent negotiations.

Those submitting proposals may be required to make a presentation to SCOG as part of the selection process. The presenter shall be the person within the proposer's organization who is responsible for the transportation planning service.

J. INCURRED COST

This RFP does not obligate SCOG to award any contract. SCOG will not be held responsible for any cost or expense that may be incurred by the proposer in preparing and submitting a proposal in response to this RFP, or any cost or expense incurred by the proposer before the execution of a contract agreement. The proposer shall be solely responsible for any and all costs associated with submitting a proposal including any and all cost associated with interviews. No claims shall be submitted to SCOG for preparation or presentation of proposals.

All expenditures under any contract are subject to eligibility requirements in the SCOG-Washington State Department of Transportation Agreement included as Appendix A of this RFP, as well as all applicable state and federal laws.

K. PROTEST OF CONTRACT AWARD

Protests concerning the contractor selection process must be delivered in writing to SCOG within 14 calendar days of the award announcement. SCOG will review the protest, contact the parties involved, and recommend the appropriate action to the SCOG Transportation Policy Board. The Board's decision will be the final SCOG position. The final decision will be presented to all interested parties within forty-five calendar days of receipt of the protest.

L. ASSIGNMENT

The awarded contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of SCOG.

M. ADDITIONAL LANGUAGE

SCOG reserves the right to introduce additional terms and conditions at the time the final agreement is negotiated. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFP language and/or correcting defects, such as omissions or misstatements, which are discovered after the RFP is issued, or that reflect state or federal law changes, or as required by funding entities.

N. PROPOSER'S RESPONSIBILITY

By submitting a proposal, a firm or individual represents that:

1. The proposer has read and understands the RFP, and the proposal is made in accordance therewith;
2. The proposer is familiar with the local conditions under which this proposal must be performed. The proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service; and
3. It is understood, and the proposer agrees, that the proposer shall be solely responsible for all services provided.

Each proposer shall be responsible for reading and completely understanding the requirements and specifications contained herein. The deadline for submission of proposals will be strictly adhered to. Late proposals will not be considered.

O. CONTRACT REQUIREMENTS

The successful contractor will be required to enter into a contract with SCOG as per the provisions of Metropolitan/Regional Transportation Planning Organization Agreement GCB 4031 (Agreement), and Amendment A of the Agreement, copies of which are available at the SCOG office and are included in Appendix A of this RFP. Through this reference, all the provisions within the Agreement are made a part of this RFP.

P. PROFESSIONAL LIABILITY INSURANCE

Upon selection, the proposer shall be responsible for providing proof of professional liability insurance coverage for errors and omissions in the proposed work. The coverage should amount to at least \$1,000,000.

Q. TITLE VI ASSURANCES

The Skagit Council of Governments, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

R. PROPOSAL SUBMITTAL

Proposals must be **received** by **5:00 p.m.** (PT) on **May 30, 2024**. Late proposals will not be accepted. Proposals shall be emailed to:

Mark Hamilton, AICP
Senior Transportation Planner
Skagit Council of Governments
Email: markh@scog.net

APPENDIX A



**Washington State
Department of Transportation**

Metropolitan/Regional Transportation Planning Organization Agreement		Term of Agreement	
		Start Date	End Date
Agreement No. GCB 4031	CFDA No 20.205	3/1/2024	6/30/2027
Lead Planning Agency Skagit Council of Governments 315 S 3 rd Street, Suite 100 Mount Vernon, WA 98273-3843		Metropolitan Planning Organization/Regional Transportation Planning Organization	
		Skagit Council of Governments (SCOG) MPO and RTPO	
		County(ies) included in the MPO/RTPO Skagit County	

This Agreement is between the Washington State Department of Transportation acting by and through its Director, Multimodal Planning and Data Division and the Tribal and Regional Integrated Planning office, hereinafter called the "STATE," and the above-named Metropolitan Planning Organization/Regional Transportation Planning Organization, hereinafter called the "MPO/RTPO," collectively referred to as "Parties" and individually as "Party".

Recitals

1. The above-named county(ies) has (have) created a RTPO in accordance with the requirements set forth in RCW 47.80.020 and/or the above-named county(ies) includes an urbanized area(s) with a population in excess of fifty thousand individuals, for which a MPO has been designated for each urbanized area pursuant to 23 U.S.C. § 134;
2. Federal funding is authorized under 49 U.S.C. Ch. 53 and 23 U.S.C. (Highways); and,
3. The STATE has available funds, which have been allocated to it by: (a) the United States Department of Transportation, hereinafter called "USDOT," and (b) the Federal Highway Administration, hereinafter called "FHWA."
4. The MPO/RTPO has proposed a project described in the Scope of Work and requested available funding.

NOW THEREFORE, pursuant to RCW 39.34 and RCW 47.80, the above recitals that are incorporated herein as fully set forth below, and in consideration of the terms, conditions, and promises contained herein, and/or attached hereto as Exhibits, and by this reference made a part of this Agreement, it is mutually agreed as follows:

1 Work Scope and Budget

- 1.1 This Agreement is entered into on the date of execution.
- 1.2 The MPO/RTPO shall provide all the work, labor, materials, and services necessary to complete the project that the planning effort described in Exhibit A, which by this reference is

fully incorporated herein, and hereafter called "Scope of Work."

- 1.3 The Scope of Work shall identify work in sufficient detail to indicate the schedule for completing the work, the resulting products, the proposed funding by activity/task, and a summary of the total amounts and sources of federal and matching funds.
- 1.4 Required local matching funds shall be itemized separately. Under no circumstances shall the MPO/ RTPO required match amount be less than the required 13.5 percent match for Federal Highway Administration (FHWA) funds. The match for Federal Transit Administration (FTA) 49 U.S.C. § 5303 funds will be 20 percent, or as low as 13.5 percent when consolidated with FHWA 23 U.S.C. § 134 funds, as determined by the FTA, STATE, and MPO/RTPO.

2 Payment

- 2.1 The STATE agrees to reimburse the MPO/RTPO's actual direct and related indirect costs of work approved as part of the Scope of Work. The maximum amount that the STATE shall reimburse the MPO/RTPO shall not exceed the total amount identified Exhibit B, "Budget." All costs must be consistent with the federal cost principles contained in 2 C.F.R. pt. 200, or as modified or amended.
- 2.2 All indirect costs will be consistent with the federal de minimus rate found in 2 C.F.R. 200 or based on an indirect cost rate proposal that is approved by the MPO/RTPO Policy Board annually and maintained on file by the MPO/RTPO for audit purposes. If indirect costs are based on an approved indirect cost allocation plan, the MPO/RTPO will provide a copy to the Tribal and Regional Integrated Planning (TRIP) office annually, or when updated.
- 2.3 The MPO/RTPO may submit requests to the STATE for reimbursement of funds as they are expended on activities at any time, but not more frequently than one (1) such request every month. Such requests for reimbursement shall document the amount of funds that have been expended during the contract period, as well as for the current billing period. The request for reimbursement shall contain sufficient detail to inform the STATE, FHWA, FTA, and any other entities providing funding for the work as to the progress on the planning effort. Requests for reimbursement should be submitted to TRCOFiscal@wsdot.wa.gov. The STATE shall review and approve each request for payment and shall reimburse the MPO/RTPOs no later than fifteen (15) business days after the date of receipt by the STATE.

3 Reports

- 3.1 The MPO/RTPO shall communicate with the STATE from time to time, or as often as required by the STATE, during the term of this Agreement to keep the STATE up to date about the progress of the work being performed as described in the Scope of Work. The STATE reserves the right to request interim written progress reports during the fiscal year, if the MPO/RTPO's monthly billing report is deemed insufficient in detail, the MPO/RTPO undergoes major structural changes, or there are changes to the MPO/RTPO's core organizational functions/activities. The interim reports are due to the STATE within twenty-one (21) calendar days of being notified in writing by the STATE. The interim reports shall include a summary of work progress during the course of the fiscal year, costs incurred in accordance with the Scope of Work and Budget, and progress to date, including any problems or work delays. The STATE may delay reimbursement of billings if the requested interim reports are not submitted as specified.
- 3.2 Prior to closing this agreement, the MPO/RTPO must provide a final product demonstrating completion of the work agreed upon herein. This can be done by providing a final plans,

documents, reports, or some other product.

- 3.3 Reports as described in this section and other documentation or correspondence related to this Agreement should be sent via email to the Tribal and Regional Integrated Planning Office at trpo@wsdot.wa.gov.

4 Assignment of Work Items

- 4.1 The work items may be accomplished by joint effort between the staff of the MPO/RTPO, the STATE, and/or local government agencies. Such assignments will be clearly listed in the Scope of Work and be in compliance with 23 C.F.R. § 450.318.

5 Project Records

- 5.1 The MPO/RTPO shall establish and maintain books, records, documents, and other evidence and accounting procedures and practice, sufficient to reflect properly all direct and indirect costs of whatever nature incurred and anticipated to be incurred for the performance of this Agreement. To facilitate the administration of the MPO/RTPO, separate accounts shall be established and maintained within the MPO/RTPO's existing accounting system or an independent accounting system may be set up for all eligible costs. Costs in excess of the latest approved budget, or attributable to actions which have not received the written approval of the STATE, shall not be eligible for reimbursement. All costs charged to the MPO/RTPO, including any approved services contributed by the MPO/RTPO or others, shall be supported by executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges as the STATE deems appropriate.

6 Audits, Inspection, and Retention of Records

- 6.1 The STATE, the USDOT, FTA, FHWA, the State Auditor, the Inspector General, and/or any of their representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all MPO/RTPO records, paper and electronic, with respect to all matters covered by this Agreement. Such entities and their representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make copies of all contracts, invoices, materials, payrolls, and other matters covered by this Agreement. All documents, papers, accounting records, and other material pertaining to costs incurred in connection with this Agreement shall be retained by the MPO/RTPO for six (6) years from the date of final payment to facilitate any audits or inspections.
- 6.2 Furthermore, if any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated before the expiration of the six-year period, the cost records and accounts shall be retained until such litigation, claim, or audit is completed.

7 Modifications or Amendment

- 7.1 Either Party may request changes to the provisions of this Agreement and to the Scope of Work and/or Budget. Changes to the Scope of Work and/or Budget shall be made by written amendment by the MPO/RTPO and approved in writing by the STATE. Other changes to this Agreement which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

8 Termination

- 8.1 This Agreement expires on the End Date under Term of Agreement above. If it is determined to be in the best interests of either party, either party may terminate this Agreement upon giving

thirty (30) calendar days' notice in writing to the other party. If this Agreement is terminated prior to fulfillment of the terms stated herein, the MPO/RTPO shall be reimbursed only for actual expenses and non-cancelable obligations, both direct and indirect, incurred to the date of termination as determined by the STATE.

9 Travel

- 9.1 Current state travel rates shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of this Agreement. Reimbursement of travel expenses is limited to travel necessary for the completion of the work identified in the Scope of Work. All travel by MPOs/RTPOs using state funds is subject to state travel rules as outlined in the State Administrative & Accounting Manual (SAAM). All travel by the MPO/RTPOs using federal funds is subject to federal rules and regulations as outlined in 2 C.F.R. pt. 200. In addition, all travel by the MPO/RTPOs using federal funds must be in compliance with its own internal policies, those of the fiscal agent, or the State's policies, whichever is more restrictive.

10 Subcontracting and Purchasing

- 10.1 The MPO/RTPO shall not assign, sublet, or transfer any of the work provided for under this Agreement without prior written approval from the STATE. The TRIP Office shall have fourteen (14) calendar days to review and approve any MPO/RTPO consultant agreements prior to execution. The basis of review for proposed consultant agreements will be to ensure that the necessary terms and requirements have been incorporated into the agreement. The MPO/RTPO shall comply with all current federal and state laws and regulations governing the selection and employment of consultants. Subcontracts for consultant services must contain all the required provisions of this Agreement to the extent applicable.
- 10.2 Debarment and Suspension. The MPO/RTPO agrees to comply with the requirements of Executive Orders Numbers 12549 and 12689, "Debarment and Suspension," and Office of Management and Budget (OMB) regulations on Debarment and Suspension at 2 C.F.R. pt. 180 and 2 C.F.R. pt. 200. The MPO/RTPO is prohibited from contracting with or making sub awards to parties that are suspended or debarred, or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods and services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., awards to subrecipients). MPO/RTPOs receiving individual awards for \$25,000 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred. The MPO/RTPO agrees to, and assures that its subrecipients, lessees, third party contractors, and other participants at any tier of the Project will search the Excluded Parties Listing System records at www.sam.gov before entering into any third party sub agreement, lease, third party contract, or other arrangement in connection with the Project, and will include a similar term or condition in each of its Lower Tier Covered Transactions.
- 10.3 If any equipment is purchased under this Agreement, it shall be identified in the Budget. All equipment must be purchased, managed, and disposed of in accordance with all current federal and state laws and regulations, and the nondiscrimination provisions of Section 11 of this Agreement. The procurement of all equipment must be used for the sole purpose of urban and regional transportation planning activities. Requests related to this provision shall be emailed to trpo@wsdot.wa.gov.
- 10.4 General Procurement Requirements. The MPO/RTPO shall comply with the procurement procedures identified in FTA Procurement Circular 4220.1F, "Third Party Contracting Guidance," and any revision or replacement thereof; and applicable federal regulations or

requirements identified in 2 C.F.R. pt. 200, "Uniform Administrative Requirements," and any amendments thereof, which by this reference are incorporated herein; any reference therein to "grantee" shall mean the MPO/RTPO or consultant.

- 10.5 Preference for United States Products and Services. To the extent applicable, the MPO/RTPO agrees to comply with the following requirements:
- a. Buy America. The MPO/RTPO shall comply with 49 U.S.C. § 5323(j) and 49 C.F.R. pt. 661, and any implementing guidance the USDOT may issue.
 - b. Cargo Preference - Use of United States Flag Vessels. The MPO/RTPO agrees to comply with U.S. Maritime Administration regulations "Cargo Preference - U.S. Flag Vessels" 46 C.F.R. pt. 381 to the extent those regulations apply to the MPO/RTPO's work.
 - c. Fly America: The MPO/RTPO understands and agrees that the Federal Government will not participate in the costs of international air transportation of any person involved in or property acquired for the MPO/RTPO unless that air transportation is provided by U.S. flag air carriers to the extent service by U.S. flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. pts.301-10.131-143.
- 10.6 Geographic Restrictions. The MPO/RTPO agrees to refrain from using any State or local geographic preference, except those expressly mandated or encouraged by federal statute or as permitted by USDOT.
- 10.7 Government Orders. In case any lawful government authority shall make any order with respect to this Agreement, equipment, or any part thereof, or the parties hereto, or either of them, the MPO/RTPO or the consultant(s) shall cooperate with the STATE in carrying out such order and will arrange its operation and business so as to enable the STATE to comply with the terms of the order.

11 Civil Rights

- 11.1 The MPO/RTPO shall comply with all applicable civil rights statutes and implementing regulations including, but not limited to:
- 11.2 Nondiscrimination in Federal Transit Programs. The MPO/RTPO agrees to comply and assure compliance by each third-party contractor at any tier, with the provisions of 49 U.S.C. § 5332, which prohibits discrimination on the basis of race, color, religion, national origin, sex, disability, or age, and prohibits discrimination in employment or business opportunity.
- 11.3 Nondiscrimination--Title VI of the Civil Rights Act. The MPO/RTPO agrees to comply, and assures compliance by each third party contractor at any tier, with all requirements, prohibiting discrimination on the basis of race, color, or national origin, pursuant to Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; and USDOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. pt. 21, and any implementing requirements FTA may issue. Except to the extent FTA determines otherwise in writing, the MPO/RTPO also agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, and guidance; and U.S. Department of Justice (DOJ), "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. pt. 50.3, and any other applicable federal guidance that may be issued.

- 11.4 Equal Employment Opportunity. The MPO/RTPO agrees to comply and assure compliance by each third-party contractor at any tier, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332, and any implementing requirements FTA may issue. These Equal Employment Opportunity (EEO) requirements include, but are not limited to, the following:
- a. The MPO/RTPO agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. The MPO/RTPO agrees to take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to their race, color, religion, national origin, sex, disability, or age. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The MPO/RTPO shall also comply with any implementing requirements USDOT may issue.
 - b. If the MPO/RTPO is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of this Agreement. Failure by the MPO/RTPO or the consultant(s) to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification to the MPO/RTPO or the consultant(s) of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate, including termination of federal financial assistance, or other measures that may affect the MPO/RTPO's eligibility to obtain future federal financial assistance for transportation projects.
- 11.5 Nondiscrimination on the Basis of Sex. The MPO/RTPO agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., with USDOT regulations "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. pt. 25, and with any implementing directives that the USDOT or the FTA may promulgate, which prohibit discrimination on the basis of sex.
- 11.6 Nondiscrimination on the Basis of Age. The MPO/RTPO agrees to comply with applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., and implementing regulations, which prohibits discrimination on the basis of age.
- 11.7 Access Requirements for Persons with Disabilities. The MPO/RTPO agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicap; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires the provision of accessible facilities and services; and with the federal regulations, including any amendments thereto following:
- a. USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. pt. 37;
 - b. USDOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving Federal Financial Assistance," 49 C.F.R. pt. 27;
 - c. Joint U.S. Architectural and Transportation Barriers Compliance Board U.S. DOT regulations, Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, 36 C.F.R. pt. 1192 and 49 C.F.R. pt. 38;
 - d. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. pt. 35;
 - e. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public

Accommodations and in Commercial Facilities,” 28 C.F.R. pt. 36;

- f. U.S. General Services Administration (GSA) regulations, “Uniform Federal Accessibility Standards,” 41 C.F.R. Appendix to Subpart 101-19.6;
 - g. U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. pt. 1630;
 - h. U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. pt. 64, Subpart F;
 - i. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. pt. 609; and
 - j. Any other nondiscrimination statute(s) that may apply.
- 11.8 Drug or Alcohol Abuse. Confidentiality and Other Civil Rights Protections. The MPO/RTPO agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq.; with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq.; and comply with the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd through 290dd- 2, and any amendments to these laws. MPO/RTPO understands the requirements of confidentiality concerning persons covered and/or receiving services and/or treatment regarding alcohol and drug abuse, as defined in the aforementioned acts as applicable, including any civil and criminal penalties for not complying with the requirements of confidentiality and that failure to comply with such requirements may result in termination of this Agreement.
- 11.9 Access to Services for Persons with Limited English Proficiency. The MPO/RTPO agrees to comply with applicable federal guidance issues in compliance with Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000.
- 11.10 Environmental Justice. The MPO/RTPO agrees to comply with the policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority populations and Low-Income Populations,” 42 U.S.C. § 4321; DOT Order 5610.2(a), “Department of Transportation Actions to address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377 (Apr. 14, 1997) et seq.; and the most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, except to the extent that the Federal Government determines otherwise in writing.
- 11.11 Other Nondiscrimination Statutes. The MPO/RTPO agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply.

12 Participation of Disadvantaged Business Enterprises

- 12.1 The MPO/RTPO shall take the following measures to facilitate participation by Disadvantaged Business Enterprises (DBE): The MPO/RTPO or the consultant(s) agrees to comply with § 1101(b) of SAFETEA-LU, 23 U.S.C. § 101, as amended by Section 451 of the Hiring Incentives to Restore Employment (HIRE) Act, P.L. 111-147, March 18, 2010, 23 U.S.C. § 101, or § 1101(b) of MAP 21, 23 U.S.C. § 101, as amended by the FAST Act, whichever is applicable according to the funding in this Agreement; and U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. pt. 26, 23 CFR 200.321; and federal transit law, specifically 49 U.S.C. §

5332.

12.2 The MPO/RTPO or the consultant(s) agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third-party contract, or sub agreement supported with federal assistance derived from the USDOT or in the administration of its DBE program, or the requirements of 49 C.F.R. pt. 26. The MPO/RTPO agrees to take all necessary and reasonable steps under 49 C.F.R. pt. 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub agreements supported with federal assistance derived from the USDOT. The MPO/ RTPO DBE program, as required by 49 C.F.R. pt. 26 and approved by the USDOT, is incorporated by reference and made part of this Agreement. Implementation of the DBE program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the MPO/RTPO of its failure to implement its approved DBE program, the USDOT may impose sanctions as provided for under 49 C.F.R. pt. 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801 et seq.

13 Compliance with Laws and Regulations

13.1 The MPO/RPTO agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The MPO/RPTO will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW. Except when a federal statute or regulation preempts state or local law, no provision of the Agreement shall require the MPO/RPTO to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this Agreement violates state or local law or would require the MPO/RPTO to violate state or local law, the MPO/RPTO agrees to notify the STATE immediately in writing. Should this occur, the STATE and the MPO/RPTO agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Agreement.

14 Venue

14.1 In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

15 Legal Relations

15.1 Each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the

extent of the negligence of the indemnifying Party, its agents, officials or employees.

15.2 Further, the MPO/RTPO specifically assumes potential liability for actions brought by RTPO/MPO's own employees or agents against the STATE and, solely for the purpose of this indemnification and defense, the MPO/RTPO specifically waives any immunity under State industrial insurance laws, Title 51 RCW.

15.3 The provisions of this Section shall survive the termination of this Agreement.

16 Interest of Members of or Delegates to Congress

16.1 No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit arising therefrom.

17 Prohibited Interest

17.1 No member, officer, or employee of the MPO/RTPO during his or her tenure in office or employment, or one year thereafter, shall have any interest, direct, or indirect, in this Agreement or the proceeds thereof.

18 Independent Contractor

18.1 The MPO/RTPO shall be deemed an independent contractor for all purposes and the employees of the MPO/RTPO or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the STATE.

19 Liability

19.1 No liability shall attach to the STATE by reasons of entering this Agreement except as expressly provided herein.

20 Severability

20.1 If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform to the terms and requirements of applicable law and this Agreement.

21 Freedom of Information Act and Public Records Act

21.1 The MPO/RTPO understands and agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the Public Records Act, RCW 42.56 apply to the information and documents, both paper and electronic, submitted to the STATE, FTA, and U.S. DOT. The MPO/RTPO should therefore be aware that all applications and materials submitted will become agency records and are subject to public release through individual FOIA or State public disclosure requests.

22 Unique Identity Identifier

22.1 The MPO/RTPO shall, in accordance with 2 C.F.R. pt. 25, obtain a unique entity identifier required for System for Award Management registration to uniquely identify business entities.

23 Authority to Sign

23.1 The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date signed last by the

Parties below.

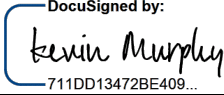

METROPOLITAN PLANNING ORGANIZATION/ REGIONAL TRANSPORTATION PLANNING ORGANIZATION	Washington State Department of Transportation
Signed: 	Signed: 
Printed: Kevin Murphy	Printed: Karena Houser
Title: Executive Director	Title: Director, Multimodal Planning and Data Division
Date: 2/9/2024	Date: 02.09.24
Approved as to Form MPO/RTPO	Approved as to Form Washington State Department of Transportation
Signed:	Signed: /s/
Printed:	Printed: James "J" Nelson
Title:	Title: Assistant Attorney General
Date:	Date: November 16, 2021

Exhibit A

Scope of Work for Agreement #GCB 4031

1. Schedule for Completing the Work

The schedule for completing the work is March 1, 2024 – June 30, 2027.

2. Resulting Product

The product of the work is a new metropolitan-regional transportation plan, meeting all applicable federal and state requirements. The plan will replace and supersede the Skagit 2045 Regional Transportation Plan, which is due to be updated by March 2026 per federal requirements. The regional travel demand model will also be updated as part of this project.

3. Proposed Funding by Activity/Task

Proposed funding is listed in this section by type of work, consistent with the budget in Exhibit B. Estimated costs by task will be negotiated prior to execution of the professional services in 2024 between the MPO/RTPO and a consultant.

3.1 Agency: \$80,000

3.2 Consultant: \$320,000

3.3 Total: \$400,000

4. Summary of Total Amounts and Sources of Federal and Matching Funds

Total amounts and sources of funding for the work are listed in this section. Funding for the work is 86.5 percent federal with a 13.5 percent match.

4.1 Federal Surface Transportation Block Grant Program – Urban Small Funds: \$346,000

4.2 Local Matching Funds: \$54,000

Exhibit B

Budget for Agreement #GCB 4031

Type of Work	STBG(US) Federal Funds	MPO/RTPO Local Matching Funds	Total Project Funds
A. Agency	\$ 69,200	\$ 10,800	\$ 80,000
B. Consultant	\$ 276,800	\$ 43,200	\$ 320,000
C. Total Project Cost (A + B)	\$ 346,000	\$ 54,000	\$ 400,000

“STBG(US)” is the federal Surface Transportation Block Grant Program – Urban Small