

**STATE OF WASHINGTON**  
**Utilities and Transportation Commission**

**REQUEST FOR PROPOSALS (RFP)**

**RFP NO. 23-PS-49**

**PROJECT TITLE: Participatory Funding Community Engagement Research**

**PROPOSAL DUE DATE: July 22, 2022**

The UTC will only accept emailed bids.

**ESTIMATED TIME PERIOD FOR CONTRACT: August 2022-April 2023**

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

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# 1. INTRODUCTION

## 1.1. PURPOSE AND BACKGROUND

The Washington State Utilities and Transportation Commission seeks to better understand what barriers prevent customers from participating in UTC proceedings, identify inequities in its regulatory processes, and determine what methods of community engagement will best enable public involvement in regulatory processes.

The Washington State Utilities and Transportation Commission hereafter called "AGENCY," is initiating this Request for Proposals (RFP) to solicit proposals from teams, firms, or individuals interested in supporting AGENCY by conducting community engagement research to assist AGENCY in its implementation of Participatory Funding.

Participatory Funding, also known as intervenor funding, is a new program established by State law ([RCW 80.28.430](#)) to support equitable public involvement in UTC proceedings by requiring private energy utilities to provide financial assistance to certain organizations participating in AGENCY processes.

Under the law, investor-owned natural gas or electric companies must enter into funding agreements with organizations that represent broad customer interests in regulatory proceedings before the AGENCY. The law further directs the AGENCY and utilities to prioritize organizations representing vulnerable populations or highly impacted communities for funding and provides that the Commission will, by rule or order, determine the amount of financial assistance provided to any organization and any other matters necessary to administer the agreement.

AGENCY intends to award one contract to provide the services described in this RFP that will help the AGENCY better understand barriers to public participation and recommendations for engagement strategies to equitably include community groups in the AGENCY'S regulatory processes.

The UTC is the state AGENCY that regulates private, investor-owned electric and natural gas utilities in Washington. It is the commission's responsibility to ensure regulated companies provide safe and reliable service to customers at reasonable rates, while allowing them the opportunity to earn a fair profit.

## 1.2. HIGHLY IMPACTED AND VULNERABLE POPULATIONS DEFINITION

State law (RCW 80.28.430) requires utilities to enter into written agreements with organizations that represent "broad customer interests." Utilities must also prioritize funding for organizations that represent vulnerable populations and highly impacted communities as defined by the Clean Energy Transformation Act. In the UTC's policy statement, the commission stated that for the first year of the program utilities should set aside one third of funding for these prioritized organizations.

The commission adopted the definitions of highly impacted communities and vulnerable populations included in the Clean Energy Transformation Act ([RCW 19.405.020](#)) for participatory funding. The UTC understands the need for prioritized funding for highly impacted communities and vulnerable populations and also recognizes that communities who might not qualify for prioritized funding are still underrepresented in UTC proceedings, are eligible for participatory funding, and should be included in the community engagement research.

For the purpose of this RFP, the AGENCY provides the following examples of populations that UTC regulations impact and are traditionally underrepresented in UTC proceedings:

- Low-income communities
- BIPOC [Black, Indigenous, People of Color] communities
- Immigrant communities
- Disabled individuals

- Tribal governments and communities
- Limited and non-English speaking communities
- Individuals facing unemployment, food, housing, and transportation instability
- Medically vulnerable communities, including individuals with limited access to health care

### 1.3. OBJECTIVES AND SCOPE OF WORK

Through this RFP, AGENCY is seeking assistance in identifying and engaging with organizations that advocate for utility customers not typically represented in AGENCY proceedings — including vulnerable populations and highly impacted communities ([Participatory Funding Policy Statement](#)).

The successful Vendor will conduct equity-focused community engagement research to:

- Identify impacted and underserved communities affected by private, or investor-owned, utility regulation who would benefit from Participatory Funding, specifically highly impacted communities and vulnerable populations.
- Identify organizations that serve identified communities.
- Collect information and develop recommendations on how to best engage identified organizations and how to provide and present information. Consider cross-sections of interest (for example, how interests or needs such as environmental justice, housing and food insecurity, and language isolation interact).
- Collect information and develop recommendations on the levels and types of involvement organizations would like to have in AGENCY proceedings.
- Identify barriers to participating in AGENCY proceedings for organizations representing identified groups.
- Identify communities' language and cultural needs that the AGENCY should develop competencies for in order to provide meaningful education and engagement opportunities.
- Provide equity-based recommendations for future updates to the AGENCY'S Participatory Funding program.

AGENCY staff will facilitate engagement with utility representatives, industry groups, identified organizations, and public interest groups after the CONTRACTOR finishes research and provides a report with recommendations. Any outreach done by the CONTRACTOR to these groups should be limited only to the purpose of obtaining feedback on engagement best practices, barriers, and participation needs.

**Deadline:** Vendor is expected to provide a final community engagement report for Participatory Funding to AGENCY by April 31, 2023.

### 1.4. MINIMUM QUALIFICATIONS

Minimum qualifications include:

- Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful CONTRACTOR.
- Experience with developing studies, including use of quantitative, fact-based analysis and qualitative data gathering.

#### 1.4. **Desired Qualifications**

- Experience or applicable knowledge of the energy sector, especially regarding low-income energy assistance programs, clean energy implementation, and investor-owned utility regulation.
- Experience or applicable knowledge about conducting evaluations to identify equity gaps and conducting equitable public participation.
- Experience conducting and evaluating community engagement including focus groups, surveys, and direct outreach.
- Experience working collaboratively with client teams.
- Professional or lived experience successfully working with low-income, rural, and BIPOC communities or other groups that are vulnerable to or highly impacted by climate change.

#### 1.5. **FUNDING**

The AGENCY has budgeted an amount not to exceed twenty-five thousand (\$25,000) dollars for this project.

#### 1.6. **PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about August 19, 2022. AGENCY anticipates most work resulting from this RFP to be completed by April 31, 2023. Amendments extending the period of performance, if any, shall be at the sole discretion of the AGENCY.

#### 1.7. **CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES**

Specific restrictions apply to contracting with current or former state employees pursuant to Chapter [42.52](#) of the Revised Code of Washington. Proposers should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

#### 1.7 **DEFINITIONS**

Definitions for the purposes of this RFP include:

**AGENCY** – The Utilities and Transportation Commission is the AGENCY of the state of Washington that is issuing this RFP.

**AGENCY Project Manager** – The AGENCY staff member assigned by the AGENCY to manage the project described in 1.1 and 1.2 above.

**Apparent Successful CONTRACTOR** – The CONSULTANT selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

**CONSULTANT/Vendor** – Individual, company, or companies interested in the RFP and that may or does submit a proposal in order to attain a contract with the AGENCY.

**CONTRACTOR** – Individual or company whose proposal has been accepted by the AGENCY and is

awarded a fully executed, written contract.

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

**Proposer** – Individual or company that submits a proposal in order to attain a contract with the AGENCY.

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

**RFP COORDINATOR** – Sole point of contact between AGENCY and CONSULTANTS for this contract.

## **1.8 ADA**

The AGENCY complies with the Americans with Disabilities Act (ADA). CONSULTANTS may contact the RFP COORDINATOR to receive this Request for Proposals in Braille or on tape.

## 2. GENERAL INFORMATION FOR CONSULTANTS

### 2.1. RFP COORDINATOR

The RFP COORDINATOR is the sole point of contact in the AGENCY for this procurement. All communication between the CONSULTANT and the AGENCY upon release of this RFP shall be with the RFP COORDINATOR, as follows:

Name	Emilie Brown
Email Address	<a href="mailto:emilie.brown@utc.wa.gov">emilie.brown@utc.wa.gov</a>
Mailing Address	P.O. Box 47250, Olympia, WA 98504-7250
Physical Address for Delivery	621 Woodland Square Loop, Lacey, WA 98503
Phone Number	360-664-1125

Communication with any other persons will be considered unofficial and non-binding on the AGENCY. CONSULTANTS are to rely on written statements issued by the RFP COORDINATOR. Communication directed to parties other than the RFP COORDINATOR may result in disqualification of the CONSULTANT.

### 2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	July 8, 2022
Question and answer period	July,8-13 2022
Issue last addendum to RFP	July 15, 2022
Proposals due	July 22, 2022
Evaluate proposals	July 22-29, 2022
Conduct oral interviews with finalists, if required	Aug. 1-5, 2022
Announce "Apparent Successful CONTRACTOR" and send notification via email to unsuccessful proposers	Aug. 7, 2022
Hold debriefing conferences (if requested)	Aug. 11-13, 2022
Begin contract negotiation	Aug. 15, 2022
File contract with DES (if required)	Aug. 19, 2022
Award contract	Aug. 19, 2022

The AGENCY reserves the right to revise the above schedule.

## 2.3 SUBMISSION OF PROPOSALS

### **ELECTRONIC PROPOSALS:**

The proposal must be **received by the RFP COORDINATOR** no later than 5 p.m. Pacific Time, in Lacey, Washington, on July 22, 2022.

Proposals must be submitted electronically as an attachment to an email to Emilie Brown the RFP COORDINATOR, at the email address listed in Section 2.1. Attachments to email shall be in PDF or Microsoft Word format. The AGENCY cannot receive Zipped files and zip files cannot be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the CONSULTANT to the offer. The AGENCY does not assume responsibility for problems with CONSULTANT'S email. If the AGENCY'S email is not working, appropriate allowances will be made.

Proposals may not be transmitted via fax.

CONSULTANTS should allow sufficient time to ensure timely receipt of the proposal by the RFP COORDINATOR. Late proposals will not be accepted and will be automatically disqualified from further consideration, unless the AGENCY'S email is found to be at fault. All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

## 2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of the AGENCY. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Director of the AGENCY, or their designee, and the apparent successful CONTRACTOR; thereafter, the proposals shall be deemed public records as defined in Chapter [42.56](#) of the Revised Code of Washington (RCW).

Any information in the proposal that the CONSULTANT desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the CONSULTANT is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right-hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the CONSULTANT has marked as "Proprietary Information," the AGENCY will notify the CONSULTANT of the request and of the date that the records will be released to the requester unless the CONSULTANT obtains a court order enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified. If a CONSULTANT obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the AGENCY shall maintain the confidentiality of the CONSULTANT'S information per the court order.

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



## **2.5 REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via email to all individuals who have made the RFP COORDINATOR aware of their interest. Addenda will also be published on Washington's Electronic Business Solution (WEBS). For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed in WEBS and on the AGENCY website.

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

## **2.6 MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION**

In accordance with Chapter [39.19](#) RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. The AGENCY is required by Executive Orders 22-01 and 22-02, and is committed to, incorporating and implementing the Washington State Tools for Equity in Public Spending to the fullest extent possible. As such, the AGENCY is interested in an OMWBE certified firm, or firms that will subcontract with certified firms, submitting a response to this solicitation and will consider that certification status as part of the bid evaluation process. AGENCY will award 10 points to firms with OMWBE certification.

For information on certified firms, CONSULTANTS may contact OMWBE at 360-753-9693 or <http://www.omwbe.wa.gov>.

## **2.7 ACCEPTANCE PERIOD**

CONSULTANTS must provide 60 days from the proposal due date for AGENCY to accept a proposal.

## **2.8 RESPONSIVENESS**

The RFP COORDINATOR will review all proposals to determine compliance with administrative requirements and instructions specified in this RFP. The CONSULTANT is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

The AGENCY also reserves the right at its sole discretion to waive minor administrative irregularities.

## **2.9 MOST FAVORABLE TERMS**

The AGENCY reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the CONSULTANT can propose. There will be no best and final offer procedure. The AGENCY does reserve the right to contact a CONSULTANT for clarification of its proposal.

The APPARENT SUCCESSFUL CONTRACTOR should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the CONSULTANT'S proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the AGENCY.

## **2.10 CONTRACT AND GENERAL TERMS AND CONDITIONS**

The Apparent Successful CONTRACTOR will be expected to enter a contract which is substantially the same as the sample contract and its general terms and conditions attached as Attachment B. In no event is a CONSULTANT to submit its own standard contract terms and conditions in response to this solicitation. The CONSULTANT may submit exceptions as allowed in the Bidder's Certifications template, Attachment A to this solicitation. All exceptions to the contract terms and conditions must be submitted as Attachment A, Certifications and Assurances form. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

## **2.11 COSTS TO PROPOSE**

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

## **2.12 NO OBLIGATION TO CONTRACT**

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

## **2.13 REJECTION OF PROPOSALS**

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

#### **2.14 COMMITMENT OF FUNDS**

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

#### **2.15 ELECTRONIC PAYMENT**

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

### 3. PROPOSAL CONTENTS

#### ELECTRONIC PROPOSALS:

Proposals must be written in English and submitted electronically to the RFP COORDINATOR in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Attachment A to this RFP);
2. Technical Proposal;
3. Management Proposal;
4. Cost Proposal;
5. OMWBE Certification (optional) and,
6. EO 18-03 Workers' Rights Certification (required).

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

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

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

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

1. Name, address, principal place of business, telephone number, and email address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chair of the Board of Directors, etc.).
3. Legal status of the CONSULTANT (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the CONSULTANT does not have a UBI number, the CONSULTANT must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the APPARENTLY SUCCESSFUL CONTRACTOR.
5. Location of the facility from which the CONSULTANT would operate.
6. Identify any state employees or former state employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the CONSULTANT'S organization. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the CONSULTANT may be disqualified from

further consideration for the award of a contract.

### 3.2. TECHNICAL PROPOSAL (SCORED)

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

- A. Project Approach/Methodology** – Include a complete description of the CONSULTANT'S proposed approach and methodology for the project. While the project requirements will depend on finalized scopes of work, this section of the technical proposal should convey to members of the evaluation team how the CONSULTANT expects to apply their team's knowledge and skills to successfully complete the project. This section should convey CONSULTANT'S understanding of the proposed project, including the range of work the CONSULTANT may conduct based on scopes of work developed through the contract. This section should also describe how the CONSULTANT expects to develop scopes of work with AGENCY, as well as ongoing coordination with AGENCY project manager.
- B. Work Plan** – This section should convey to the members of the evaluation team the CONSULTANT'S anticipated timeline for work to be performed on individual project elements. Provide an idea of the types of research they will conduct and a general strategy for community engagement (examples could include surveys, focus groups, and other methods). Include any possible involvement of AGENCY staff. This section should also describe how the CONSULTANT would coordinate work with other entities contributing to the project, including how the CONSULTANT would incorporate public input. The CONSULTANT may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C. Outcomes and Performance Measurement** – Describe the impacts/outcomes the CONSULTANTS propose to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured, and reported to the state AGENCY.
- D. Risks** - The CONSULTANT must identify potential risks that are considered significant to the success of the project. Include how the CONSULTANT would propose to effectively monitor and manage these risks, including reporting of risks to the AGENCY'S contract manager.

### 3.3. MANAGEMENT PROPOSAL

#### A. Project Management (SCORED)

- 1. **Project Team Structure/Internal Controls** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
- 2. **Staff Qualifications/Experience** - Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments, and any other pertinent information. The CONSULTANT must commit that staff identified in its proposal

will actually perform the assigned work. Any staff substitution must have the prior approval of the AGENCY.

**B. Experience of the CONSULTANT (SCORED)**

1. Indicate the experience the CONSULTANT and any subcontractors have in the following areas associated with:
  - a. Experience collaboratively developing scopes of work with non-profit and community-based organizations that advocate for vulnerable and highly impacted communities.
  - b. Experience or applicable knowledge of the energy sector, including regulatory and technical knowledge of electrical and natural gas utility operations and community impact in the Pacific Northwest. Indicate any experience with utility regulation and its impact on vulnerable and highly impacted communities.
  - c. Experience in engaging interested parties and community-based organizations in government and/or energy sector work.
  - d. Experience in identifying equity impacts on communities.
  - e. Experience or applicable knowledge developing and validating quantitative analysis and gathering qualitative data. Indicate any experience validating quantitative analysis performed by other parties.
  - f. Experience or applicable knowledge about conducting equity evaluations. Please indicate how you have applied equity evaluations in circumstances where communities have limited resources for engagement.
  - g. Experience conducting equitable public participation. Indicate relevant experience or relationships working with community-based organizations, low-income populations, or communities experiencing disproportional burdens.
  - h. Indicate other relevant experience that indicates the qualifications of the CONSULTANT, and any subcontractors, for the performance of the potential contract.
2. Include a list of contracts the CONSULTANT has had during the last five years that relate to the CONSULTANT'S ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers or email addresses.

**C. Related Information (MANDATORY)**

1. If the CONSULTANT or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the AGENCY, the contract number and project description and/or other information available to identify the contract.
2. If the CONSULTANT'S staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the AGENCY previously or currently employed by, job title or position held and separation date.
3. If the CONSULTANT has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the CONSULTANT'S non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the PROPOSER, or (b) litigated and such litigation determined that the PROPOSER was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the CONSULTANT'S position on the matter. The AGENCY will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the CONSULTANT in the past five years, so indicate.

#### **D. References (MANDATORY)**

List names, addresses, telephone numbers, and email addresses of three (3) business references for the CONSULTANT and three (3) business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided. Do not include current AGENCY staff as references. By submitting a proposal in response to this RFP, the vendor and team members grant permission to AGENCY to contact these references and others, who from AGENCY'S perspective, may have pertinent information. AGENCY may or may not, at AGENCY'S discretion, contact references. The AGENCY may evaluate references at the AGENCY'S discretion.

#### **E. OMWBE Certification (SCORED)**

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project. AGENCY will provide a bid preference in the amount of ten (10) points to any bidder that demonstrates OMWBE certification. For information: <http://www.omwbe.wa.gov>. If not certified, so indicate.

#### **F. Procurement Evaluation for Executive Order 18-30 Firms Without Mandatory Individual Arbitration for Employees (SCORED)**

Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with Executive Order 18-03 – Supporting Workers' Rights to Effectively Address Workplace Violations (dated June 12, 2018), the AGENCY will evaluate bids for best value and provide a bid preference in the amount of five (5) points to any bidder who certifies, pursuant to the certification attached as Exhibit F – Contractor Certification for Executive Order 18-03 – Workers' Rights, that their firm does **not** require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver.

### **3.4. COST PROPOSAL**

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

#### **A. Identification of Costs (SCORED)**

Identify all CONSULTANT hourly rates or any other anticipated expenses in U.S. dollars for performing the services necessary to accomplish the objectives of the contract. For staff costs, include staff names, titles, and rates for each of the following categories:

- Project manager
- Leadership team beyond the project manager
- All staff supporting the project

CONSULTANTS are required to collect and pay Washington state sales and use taxes, as applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are

certified by the OMWBE.

**B. Computation**

The score for the cost proposal will be based on the overall project costs, including the range of hourly rates available to best support the project activities.



## 4. EVALUATION AND CONTRACT AWARD

### 4.1. EVALUATION PROCEDURE

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

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

The RFP COORDINATOR may contact the CONSULTANT for clarification of any portion of the CONSULTANT'S proposal.

### 4.2. EVALUATION WEIGHTING AND SCORING

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

Technical Proposal – 50%		50 points
• Project Approach/Methodology	20 points (maximum)	
• Quality of Work Plan	20 points (maximum)	
• Outcomes, Performance Measures, and Risks	10 points (maximum)	
Management Proposal – 25%		25 points
• Project Team Structure and Internal Controls	10 points (maximum)	
• General Staff Experience	5 points (maximum)	
• Equity Analysis and Engagement Experience	10 points (maximum)	
OMWBE – 10%		10 points
• Demonstrated OMWBE Certification	10 points	
Contractor Certification for Executive Order 18-03		5 points
• Demonstrated Contractor Certification	5 points	
Cost Proposal – 10%		10 points
<hr/>		
<b>TOTAL:</b>		<b>100 points</b>

The AGENCY may after evaluating the written proposals elect to schedule oral presentations of the finalists. Should oral presentations become necessary, the AGENCY will contact the top-scoring firm(s) from the written evaluation to schedule a date, time, and location. Commitments made by the CONSULTANT at the oral interview, if any, will be considered binding.

#### **4.3. NOTIFICATION TO PROPOSERS**

The AGENCY will notify the APPARENTLY SUCCESSFUL CONTRACTOR of its selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by email.

#### **4.4. DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Any CONSULTANT who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP COORDINATOR within three (3) business days after the Unsuccessful Consultant Notification is emailed to the CONSULTANT, no later than 5:00 PM, local time, in Lacey, Washington on the third business day following the transmittal of the Unsuccessful Consultant Notification. The debriefing must be held within three (3) business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the firm's proposal;
- Critique of the proposal based on the evaluation;
- Review of proposer's final score in comparison with other final scores without identifying the other firms.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be scheduled for a maximum of one hour.

#### **4.5. PROTEST PROCEDURE**

Protests may be made only by CONSULTANTS who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the CONSULTANT is allowed five (5) business days to file a protest with the RFP COORDINATOR. Protests must be received by the RFP COORDINATOR no later than 4:30 PM, local time, in Lacey, Washington on the third business day following the debriefing. Protests may be submitted by email but must then be followed by the document with an original signature.

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

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

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

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

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

Upon receipt of a protest, a protest review will be held by the AGENCY. The AGENCY Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

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

The final determination of the protest shall:

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

If the AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the APPARENTLY SUCCESSFUL CONTRACTOR. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **5. RFP Attachments**

Attachment A Bidders Certification

Attachment B Personal Service Contract Format including General Terms and Conditions (GT&Cs)

Attachment C UTC Policy Statement on Participatory Funding

Attachment D Participatory Funding Informational Links

## ATTACHMENT A - CERTIFICATION AND ASSURANCES

### ATTACHMENT A-1 – BIDDER’S CERTIFICATION

**Competitive Solicitation:** No. [Click or tap here to enter text.](#)-[Click or tap here to enter text.](#)

**Bidder:** [Click or tap here to enter text.](#)

Type/print full legal name of Bidder

**Bidder’s Address:** [Click or tap here to enter text.](#)

Type/print Bidder’s Address

**Bidder Organization Type:**

Check appropriate box

- |   |                                   |                                  |
|---|-----------------------------------|----------------------------------|
| <input type="checkbox"/> Corporation:                     | <input type="checkbox"/> Domestic | <input type="checkbox"/> Foreign |
| <input type="checkbox"/> Limited Liability Company (LLC): | <input type="checkbox"/> Domestic | <input type="checkbox"/> Foreign |
| <input type="checkbox"/> Partnership:                     | <input type="checkbox"/> Domestic | <input type="checkbox"/> Foreign |
| <input type="checkbox"/> Sole Proprietorship              |                                   |                                  |

**State of Formation:** [Click or tap here to enter text.](#)

Type/print the state where the corporation, LLC, or partnership is formed – e.g. ‘Washington’ if domestic and the name of the state if ‘Foreign’ (i.e. not Washington)

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

1. **UNDERSTANDING.** Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Solicitation (including all Attachments) and the terms and conditions of the Contract and any amendments or clarifications to the Competitive Solicitation and agrees to abide by the same.
2. **ACCURACY.** Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder further understands and acknowledges that AGENCY shall not be responsible for any errors or omission on the part of Bidder in preparing its bid. Bidder certifies that the facts declared here are true and accurate. Bidder further understands and acknowledges that the continuing compliance with these statements and all requirements of the Competitive Solicitation are conditions precedent to the award or continuation of the resulting Contract.
3. **NO COLLUSION OR ANTI-COMPETITIVE PRACTICES.** Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Competitive Solicitation. Bidder certifies that Bidder’s bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submitter not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a bid.
4. **FIRM OFFER.** Bidder certifies that its bid, attached hereto, is a firm offer which cannot be withdrawn for a period of ninety (90) days from and after the bid due date specified in the Competitive Solicitation. AGENCY may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder’s bid shall remain valid for such period or until the protest and any

related court action is resolved whichever is later.

5. CONFLICT OF INTEREST. Bidder certifies that, in preparing this bid, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this Competitive Solicitation, or prospective Contract, and who was assisting in other than their official, public capacity. Neither does such a person nor any member of their immediate family have any financial interest in the outcome of this bid.
6. NO REIMBURSEMENT. Bidder certifies that Bidder understands that the State of Washington will not reimburse Bidder for any costs incurred in the preparation of this bid. All bids become the property of the State of Washington, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.
7. PERFORMANCE. Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies bidder's willingness to comply with the Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Competitive Solicitation in compliance with all terms, conditions, and performance requirements contained in this Competitive Solicitation and the resulting Contract or, if applicable, as detailed on a Contract Issues List, if permitted, in this Competitive Solicitation.
8. INSURANCE. Bidder certifies as follows (*must check one*):
  - BIDDER HAS REQUIRED INSURANCE.* Bidder **has** attached a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract (note: Bidder must attach the Insurance Certificate).

OR

  - BIDDER WILL OBTAIN REQUIRED INSURANCE.* Bidder **does not** have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract but, if designated as the Apparent Successful Bidder, Bidder will provide such a Certificate of Insurance, without exception of any kind, to AGENCY within twenty-four (24) hours of such designation or notification by AGENCY or be deemed a nonresponsive bid.

OR

  - BIDDER DOES NOT HAVE REQUIRED INSURANCE.* As detailed on the attached explanation (Bidder to provide), Bidder does not have a current, valid Certificate of Insurance for each and all the required insurance coverages as specified in the Contract and, if designated as the Apparent Successful Bidder would not be able to provide such a Certificate of Insurance to Enterprise Services within twenty-four (24) hours of such designation.
9. DEBARMENT. Bidder certifies as follows (*must check one*):
  - NO DEBARMENT.* Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity.

OR

  - DEBARRED.* As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.
10. CRIMINAL OFFENSE. Bidder certifies as follows (*must check one*):
  - NO CRIMINAL OFFENSE.* Bidder and its officers, directors, and managers have not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder or such officers, directors, and managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder and its officers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

*CRIMINAL OFFENSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder or its officers, directors, or managers have been convicted or had a civil judgment rendered against Bidder or such officers, directors, or managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

11. WAGE THEFT PREVENTION. Bidder certifies as follows (*must check one*):

*NO WAGE VIOLATIONS.* Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of [RCW 49.46](#), [RCW 9.48](#), or [RCW 49.52](#) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

OR

*VIOLATIONS OF WAGE LAWS.* Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of [RCW 49.46](#), [RCW 49.48](#), or [RCW 49.52](#) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

12. WORKERS' RIGHTS ([EXECUTIVE ORDER 18-03](#)). Bidder certifies as follows (*must check one*):

*NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.* Bidder does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

*MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.* Bidder requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

13. TERMINATION FOR DEFAULT OR CAUSE. Bidder certifies as follows (*must check one*):

*NO TERMINATION FOR DEFAULT OR CAUSE.* Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR

*TERMINATION FOR DEFAULT OR CAUSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

14. TAXES. Bidder certifies as follows (*must check one*):

*TAXES PAID.* Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

OR



*DELINQUENT TAXES.* As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

15. **LAWFUL REGISTRATION.** Bidder, if conducting business other than as a sole proprietorship (e.g., Bidder is a corporation, limited liability company, partnership) certifies as follows (*must check one*):

*CURRENT LAWFUL REGISTRATION.* Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports.

OR

*DELINQUENT REGISTRATION.* As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.

16. **REGISTRATION WITH WASHINGTON SECRETARY OF STATE.** Bidder certifies as follows (*must check one*):

*BIDDER IS REGISTERED WITH WASHINGTON SECRETARY OF STATE.* Bidder is registered with the Washington Secretary of State, is in good standing, and has the following Unified Business Identifier (UBI) number: [Click or tap here to enter text.](#)

OR

*BIDDER WILL REGISTER WITH WASHINGTON SECRETARY OF STATE.* Bidder is not registered with the Washington Secretary of State but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington Secretary of State and obtain a UBI number within twenty-four (24) hours of such designation or notification by AGENCY or be deemed a nonresponsive bid.

OR

*BIDDER IS NOT REGISTERED WITH WASHINGTON SECRETARY OF STATE.* Bidder is not registered with the Washington Secretary of State and Bidder declines to register with the Washington Secretary of State. *Note:* AGENCY requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington Secretary of State. Bidders who are not registered will not be awarded a Contract.

17. **REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE.** Bidder certifies as follows (*must check one*):

*BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has the following Unified Business Identifier (UBI) number: [Click or tap here to enter text.](#)

OR

*BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue and obtain a business license within twenty-four (24) hours of such designation or notification by Enterprise Services or be deemed a nonresponsive bid.

OR

*BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue. *Note:* AGENCY requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered will not be awarded a Contract.

18. **SUBCONTRACTORS.** Bidder certifies as follows (*must check one*):

*NO SUBCONTRACTORS.* If awarded a Contract, Bidder will not use subcontractors to provide the goods and/or services subject to this Competitive Solicitation.

OR

*SUBCONTRACTORS.* As detailed on the attached explanation (Bidder to provide), If awarded a Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation. In such event, Bidder certifies that, as to AGENCY, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. Note: Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor. Note: Do not provide any SSN.

19. WASHINGTON SMALL BUSINESS. Bidder certifies as follows (*must check one*):

*WASHINGTON SMALL BUSINESS.* Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, Bidder must meet three (3) requirements:

- *Location.* Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.
- *Size.* Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years.
- *WEBS Certification.* Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution ([WEBS](#)).

OR

*NOT WASHINGTON SMALL BUSINESS.* Bidder is not a Washington Small Business as defined in RCW 39.26.010.

20. VETERAN-OWNED BUSINESS. Bidder certifies as follows (*must check one*):

*CERTIFIED VETERAN-OWNED BUSINESS.* Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:

- *51% Ownership.* Bidder must be at least fifty-one percent (51%) owned and controlled by:
  - (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
  - (b) A person who is in receipt of disability compensation or pension from the department of veterans' affairs; or
  - (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
- *Washington Incorporation/Location.* Bidder must be either an entity that

is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.

- *WEBS Certification.* Bidder must have certified its Veteran-Owned business status in Washington’s Electronic Business Solution ([WEBS](#)).
- *WDVA Certification.* Bidder must have provided certification documentation to the Washington Department of Veterans’ Affairs (WDVA) and be certified by WDVA and listed as such on WDVA’s website ([WDVA – Veteran-Owned Businesses](#)).

OR

*NOT A CERTIFIED VETERAN-OWNED BUSINESS.* Bidder is not a Certified Veteran-Owned Business under RCW 43.60A.190.

21. WASHINGTON STATE ENTERPRISE LEADERSHIP COMPETENCIES – DIVERSITY, EQUITY, & INCLUSION. Bidder certifies as follows (*must check one*):

*UNDERSTANDS & WILL FOLLOW WASHINGTON STATE ENTERPRISE LEADERSHIP COMPETENCIES.* Bidder has reviewed, understands, and if awarded a Contract, will follow the [Washington State Enterprise Leadership Competencies](#) in performing such Contract and, if utilizing subcontractors, will ensure that such subcontractors also follow the *Washington State Enterprise Leadership Competencies* in performing such Contract.

OR

*DOES NOT FOLLOW WASHINGTON STATE ENTERPRISE LEADERSHIP COMPETENCIES.* Bidder does not follow the [Washington State Enterprise Leadership Competencies](#).

22. **COVID-19 – CONTRACTOR VACCINATION VERIFICATION PLAN.** Bidder certifies as follows (*must check one*):

*BIDDER HAS A COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN THAT COMPLIES WITH THE VACCINATION PROCLAMATION.* BIDDER:

- Has reviewed and understands CONTRACTOR’S obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement \(dated August 9, 2021\), as amended by Proclamation 21-14.5 – COVID-19 Vaccination Requirement \(dated May 20, 2022\)](#);
- Has developed a COVID-19 Vaccination Verification Plan for CONTRACTOR’S personnel (including subcontractors) that complies with the above-referenced Proclamation;
- Has obtained a copy or visually observed proof of full vaccination against COVID-19 for CONTRACTOR personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- Complies with the requirements for granting disability and religious accommodations for CONTRACTOR personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- Has operational procedures in place to ensure that any contract activities that occur in person and on-site at AGENCY premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by CONTRACTOR personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;



## ATTACHMENT B – PERSONAL SERVICE CONTRACT WITH GENERAL TERMS AND CONDITIONS

### CONTRACT FOR SERVICES BETWEEN THE STATE OF WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION AND

This Contract is made and entered into by and between the state of Washington, Utilities and Transportation Commission, hereinafter referred to as the "AGENCY", and the below named firm, hereinafter referred to as "CONTRACTOR,"

CONTRACTOR Name: [Click or tap here to enter text.](#)

Phone number: [Click or tap here to enter text.](#)

Email: [Click or tap here to enter text.](#)

Federal ID Number: [Click or tap here to enter text.](#)

WA State UBI Number: [Click or tap here to enter text.](#)

#### **PURPOSE**

The purpose of this contract is to establish an agreement of specific work to be completed by CONTRACTOR under RFP No. 23-PS-25, Participatory Funding community engagement research.

#### **SCOPE OF WORK**

The CONTRACTOR will provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Conduct community engagement research to identify:
  - 1.1. Impacted and underserved communities affected by investor-owned utility regulation who would benefit from Participatory Funding, specifically highly impacted and vulnerable populations.
  - 1.2. What groups and organizations provide support to highly impacted and vulnerable populations in Washington, as defined in Section 1.2 of the AGENCY'S Request for Proposals attached as EXHIBIT C. Such groups and organizations do not have to provide direct energy assistance or energy advocacy support to identified populations but should have a direct line of communication to those populations.
  - 1.3. What groups and organizations provide support to other residential and commercial customers of AGENCY-regulated investor-owned energy utilities in Washington.
  - 1.4. The best methods for reaching identified populations through those groups and organizations.
  - 1.5. Communities' language and cultural needs that AGENCY should develop competencies for in order to provide meaningful education and engagement opportunities.
  - 1.6. Barriers to participating in UTC proceedings for identified populations and groups.
2. Submit a report to AGENCY by April 31, 2023. The report should:
  - 2.1. Summarize all research completed, including methods used to obtain both qualitative and quantitative data.
  - 2.2. Summarize all groups, organizations, and communities identified, and clearly delineate which organizations support highly impacted and vulnerable populations in Washington, as defined in Section 1.2 of the AGENCY'S Request for Proposals attached as EXHIBIT C.
  - 2.3. Provide recommendations for best practices for AGENCY to engage identified groups and

organizations, and data used to determine those best practices.

- 2.4. Summarize any feedback received in the course of conducting research or preparing report on barriers to participation in AGENCY proceedings.
- 2.5. Provide equity-based recommendations for future updates to the AGENCY'S Participatory Funding program.
- 2.6. Include contact information for all identified groups and organizations, and a brief description of the purpose and background of each group or organization.

Exhibit A contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.

The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

1. Monthly written progress reports: The second Monday of each month, summarizing the work of the previous month.
2. Draft report: March 31, 2023.
3. Final report: April 31, 2023.

All written reports required under this contract must be delivered to Emilie Brown, the Contract Manager, in accordance with the schedule above.

### **PERIOD OF PERFORMANCE**

Subject to other contract provisions, the period of performance under this contract will be from August 22, 2022, or date of execution, whichever is later, through April 30, 2023, unless sooner terminated or extended as provided herein.

### **COMPENSATION AND PAYMENT**

AGENCY shall pay an amount based on the scope of works developed through the contract but will not exceed twenty-five thousand (\$25,000) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**NOTE:** List detail of compensation to be paid, e.g., hourly rates, number of hours per task, unit prices, cost per task, cost per deliverable, etc. Or reference documents that specify CONTRACTOR'S compensation and payment, e.g. CONTRACTOR'S compensation for services rendered shall be based on the schedule set forth in Exhibit B, Fees and Expenses.

### **BILLING PROCEDURES AND PAYMENT**

**NOTE:** Payment can be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the contract, payment at conclusion of the contract, etc.

AGENCY will pay CONTRACTOR for expenses upon receipt of properly completed invoices, which shall be submitted to the Contract Manager not more often than monthly. The invoices shall describe and document to the AGENCY'S satisfaction a description of the work performed, the progress of the project, and fees. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

**CONTRACT MANAGEMENT**

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

<b>CONTRACTOR Contract Manager</b>	<b>AGENCY Contract Manager</b>
Contract Manager Name	Emilie Brown
Contractor Name	Washington Utilities and Transportation Commission
Contractor address.	621 Woodland Square Loop SE
City, State, Zip	Lacey, WA 98503
Phone Number	360-664-1125
Email address.	Emilie.brown@utc.wa.gov

**ASSURANCES**

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

**ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A – General Terms and Conditions
- Exhibit B - Request for Proposals No. 23-PS-25
- Exhibit C – CONTRACTOR’S Proposal dated [Click or tap here to enter text.](#)
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

**ENTIRE AGREEMENT**

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

**CONFORMANCE**

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

**APPROVAL**

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

THIS CONTRACT, consisting of number of pages and number of attachment(s), is executed by the persons signing below who warrant that they have the authority to execute the contract.

**[CONTRACTOR’S NAME]**

**Washington Utilities and Transportation  
Commission**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**GENERAL TERMS AND CONDITIONS**

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

- A. "AGENCY" shall mean the Utilities and Transportation Commission of the state of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "Agent" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract and shall include all employees of the CONTRACTOR.
- C. "Subcontractor" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.
- D. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 164.50 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 RCW or other state and federal statutes.

**ACCESS TO DATA** - In compliance with RCW 39.26.180, the CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the state auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR's reports, including computer models and methodology for those models.

CONTRACTOR agrees to make personal information covered under this agreement available to AGENCY for inspection or to amend the personal information. CONTRACTOR shall, as directed by AGENCY, incorporate any amendments to the personal information into all copies of such personal information maintained by the CONTRACTOR or its subcontractors.

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

**AMENDMENTS** - This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35** - The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

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

**ATTORNEYS' FEES** - In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys' fees and costs.

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

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

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

COPYRIGHT PROVISIONS - Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such Materials.

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

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

The CONTRACTOR shall exert all reasonable effort to advise the AGENCY, at the time of delivery of Materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

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

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

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

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

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

INDEMNIFICATION - To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless includes any claim by CONTRACTOR'S agents, employees, representatives, or any subcontractor or its employees.

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

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

INDEPENDENT CAPACITY OF THE CONTRACTOR - The parties intend that an independent CONTRACTOR relationship will be created by this contract. The CONTRACTOR and their employees or agents performing under this contract are not employees or agents of the AGENCY. The CONTRACTOR will not hold themselves out as or claim to be an officer or employee of the AGENCY or of the state of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

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

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

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

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

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

OVERPAYMENTS AND ASSERTION OF LIEN - In the event that the AGENCY establishes overpayments or erroneous payments made to the CONTRACTOR under this contract, the AGENCY may secure repayment, plus interest, if any, through the filing of a lien against the CONTRACTOR'S real property or by requiring the posting of a bond, assignment of deposit or some other form of security acceptable to the AGENCY or by doing both.

PRIVACY - Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the AGENCY or as provided by law. CONTRACTOR agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The AGENCY reserves the rights to monitor, audit or investigate the use of personal information collected, used or acquired by the CONTRACTOR through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the AGENCY. CONTRACTOR shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

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

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

RECORDS MAINTENANCE - The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

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

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

The CONTRACTOR shall make available information necessary for AGENCY to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The CONTRACTOR'S internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract shall be made available to AGENCY and the U.S. Secretary of the Department of Health & Human Services, upon request.

SAFEGUARDING OF INFORMATION - The CONTRACTOR shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The CONTRACTOR agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The CONTRACTOR shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of AGENCY or as otherwise required by law. The CONTRACTOR agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form. The CONTRACTOR shall make the Personal Information available to amend as directed by AGENCY and incorporate any amendments into all the copies maintained by the CONTRACTOR or its subcontractors.

The CONTRACTOR shall certify its return or destruction upon expiration or termination of this Contract and the CONTRACTOR shall retain no copies. If the CONTRACTOR and AGENCY mutually determine that return or destruction is not feasible, the CONTRACTOR shall not use the Personal Information in a manner other than those permitted or required by state and federal laws.

AGENCY reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the CONTRACTOR through this contract. The monitoring, auditing, or investigating may include, but is not limited to, "salting" by AGENCY. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

The CONTRACTOR shall notify AGENCY in writing within 5 working days of becoming aware of any unauthorized access, use or disclosure. The CONTRACTOR will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The CONTRACTOR agrees to indemnify and hold harmless AGENCY for any damages related to unauthorized use or disclosure by the CONTRACTOR, its officers, directors, employees, subcontractors or agents.

Any breach of this clause may result in termination of the contract and the demand for return of all Personal Information.

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

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

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

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

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the AGENCY or as provided by law.

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

TERMINATION FOR CAUSE – In the event the AGENCY determines the CONTRACTOR has failed to comply with the conditions of this Contract in a timely manner, the AGENCY has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, the AGENCY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated or suspended. In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The AGENCY reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the Contract. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of their control, fault or negligence. The rights and remedies of the AGENCY provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

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

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

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

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

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

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

#### TREATMENT OF ASSETS -

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

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

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

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



BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the  
Commission’s Examination of  
Participatory Funding  
Provisions for Regulatory  
Proceedings

DOCKET U-210595  
  
POLICY STATEMENT ON  
PARTICIPATORY FUNDING  
FOR REGULATORY  
PROCEEDINGS

In 2021, the Washington state Legislature passed Engrossed Substitute Senate Bill 5295 (ESSB 5295), an act relating to transforming the regulation of gas and electrical companies toward multiyear rate plans and performance-based ratemaking. Section 4 of ESSB 5295, codified as RCW 80.28.430, authorizes energy utilities to provide financial assistance to certain organizations participating in regulatory processes before the Washington Utilities and Transportation Commission (Commission) by requiring a gas or electrical company to enter into one or more written funding agreements with organizations that represent broad customer interests in regulatory proceedings before the Commission. The statute further directs the Commission and utilities to prioritize organizations representing vulnerable populations or highly impacted communities for funding and provides that the Commission shall, by rule or order, determine the amount of financial assistance provided to any organization and any other matters necessary to administer the agreement.

The Commission subsequently conducted an inquiry into determining the appropriate amount of financial assistance provided to organizations by energy utilities, and funded by ratepayers, and to determine appropriate processes and other matters necessary to administering written agreements consistent with RCW 80.28.430.

Under the provisions of RCW 34.05.230 and WAC 480-07-920, the Commission issues this Policy Statement to provide high-level guidance regarding the amount of financial assistance that may be provided to organizations, the manner in which it is distributed to participants and recovered in the rates of gas or electrical companies, and other matters necessary to administer agreements pursuant to RCW 80.28.430 for the first year of funding agreements.

Through stakeholder engagement in this Docket, it has become apparent to the Commission that additional consideration of the various issues related to participatory funding will better enable the Commission to develop firm rules guiding participants in the program and to ensure organizations representing vulnerable populations or highly impacted communities are prioritized for funding. Thus, this Policy Statement is

specifically concerned with providing interim, high-level guidance for funding agreements for participation in regulatory proceedings that begin on or before December 31, 2022, the first year that funding is available. It is appropriate to provide utilities and stakeholders with guidance as these first agreements are negotiated. The Commission may provide additional guidance after administering these initial funding agreements and gaining more experience and insight into the needs of organizations representing prioritized communities.

## BACKGROUND AND LEGAL CONTEXT

Before the passage of ESSB 5295, codified as RCW 80.28.430, Washington law did not provide a mechanism for parties other than the Public Counsel Unit of the Attorney General’s Office (Public Counsel) to receive financial assistance for representing customer interests in regulatory proceedings before the Commission.

In 2019, the Washington state Legislature passed the Clean Energy Transformation Act (CETA) relating to the clean energy transition of electric utilities in Washington.<sup>1</sup> As relevant here, the Legislature recognized the public interest in “maintaining safe and reliable electricity to all customers at stable and affordable rates.”<sup>2</sup> The Legislature also recognized the need for “[t]he equitable distribution of energy benefits and reduction of burdens to vulnerable populations and highly impacted communities.”<sup>3</sup> However, CETA did not adopt any provisions for organizations representing these communities before the Commission to obtain financial assistance from electric utilities.

With the recent enactment of RCW 80.28.430, which applies to both electric and gas utilities, the Legislature recognizes the benefit of supporting organizations that represent broad customer interests in regulatory proceedings before the Commission. These include, but are not limited to, organizations that represent low-income, commercial, and industrial customers that frequently advocate for stable and affordable rates. Consistent with CETA’s focus on equity, the Legislature also prioritizes funding for organizations representing vulnerable populations or highly impacted communities, which historically have not participated in Commission proceedings.

On August 19, 2021, the Commission issued a Notice of Opportunity to File Written Comments relating to the Commission’s examination of funding agreements for

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<sup>1</sup> Laws of 2019, ch. 288.

<sup>2</sup> Laws of 2019, ch. 288, § 1(6).

<sup>3</sup> *Id.* For the purposes of this Policy Statement, the definitions of “highly impacted communities” and “vulnerable populations” are those contained in RCW 19.405.020.

regulatory proceedings. By September 10, 2021, the Commission received written comments from 10 stakeholders in this Docket.<sup>4</sup> On September 28, 2021, the Commission convened a stakeholder workshop to continue discussing proposals and considerations for a Washington participatory funding program, during which time the Commission offered an opportunity for stakeholders to submit supplemental comments by October 5, 2021. The Commission received supplemental comments from six stakeholders.<sup>5</sup>

We appreciate the feedback provided by all the commenters and incorporate into our discussion and statement of policy in Section III, below, several concepts and recommendations offered by stakeholders.

#### Other State Models for Participatory and Intervenor Funding

As detailed in Staff research and Appendix A of Public Counsel’s initial comments, at least 13 other states provide or are considering funding assistance opportunities for participants in public utility commission regulatory proceedings. These states include California, Colorado, Hawaii, Idaho, Maine, Michigan, Minnesota, New Hampshire, New York, Oregon, Virginia, West Virginia, and Wisconsin. In addition to these U.S. jurisdictions, the Commission is also aware that the British Columbia Utilities Commission has developed procedures to implement funding opportunities.

Across all jurisdictions, the amount of assistance and administration of assistance programs vary in scope and opportunity for participants. Some states, such as Idaho and New Hampshire, have specific amounts of funding available to individual participants or in aggregate. California and Oregon have specific requirements on the types of participants and proceedings eligible for funding, while California, Colorado, Hawaii, and others require participants to prove or demonstrate certain requirements to receive funding, such as proving a substantial or material contribution to a proceeding. Other states appear more permissive and expansive in their opportunities. At least one state, Michigan, uses a third party to administer aspects of funding programs, while most states administer programs directly through their commissions. Finally, some states, such as

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<sup>4</sup> The Commission received comments from 10 stakeholders: Avista Corporation d/b/a Avista Utilities, Alliance of Western Energy Consumers, The Energy Project, Spark Northwest, Northwest Natural Gas Company, Puget Sound Energy, NW Energy Coalition, PacifiCorp d/b/a Pacific Power & Light Company, Northwest & Intermountain Power Producers Coalition, and the Public Counsel Unit of the Attorney General’s Office.

<sup>5</sup> The Commission received comments from six stakeholders: Avista Corporation d/b/a Avista Utilities, Alliance of Western Energy Consumers, The Energy Project, NW Energy Coalition, and the Public Counsel Unit of the Attorney General’s Office, and Front and Centered.

Maine, provide funds directly from state commissions, while others, such as California and New Hampshire, allow utilities to recover the costs of funding programs through rates paid by utility customers.<sup>6</sup>

As the Commission began its inquiry into developing a funding program for Washington state, the California and Oregon programs were of particular interest to stakeholders. These two states share jurisdiction over some of Washington’s investor-owned energy utilities and are familiar to some of the organizations that have historically participated in Commission processes. Through comments, many stakeholders urged the Commission to model various aspects of its program on the programs in these states, including variations on the Oregon funding agreement, which is specific to organizations intervening in formal proceedings before the Oregon Public Utilities Commission.

The Commission found these other jurisdictional examples helpful, and Oregon particularly offered a useful starting point from which to consider the formation of a Washington program. Nevertheless, we determined through our discussions with stakeholders that no other state model perfectly fits the considerations and requirements included in RCW 80.28.430, such as the statute’s requirement to prioritize organizations representing vulnerable populations and highly impacted communities. We find that certain requirements and parameters of funding programs in jurisdictions in our region, such as those requiring participants to demonstrate a history of successful advocacy before a commission or those requiring participants to provide matching funds, do not provide for the equitable elevation of new voices in our processes that the Washington statute requires. Similar to the state-specific nature of all funding programs across the country, we find ourselves in the situation of developing a funding program that fits Washington’s specific needs rather than choosing an existing state program to model directly.

In the following section of this Policy Statement, we will detail our policy and expectations for a funding program in Washington. Our goals in implementing RCW 80.28.430 are twofold: To increase participation of groups of people who historically have not been part of our proceedings, including the statute’s named priority communities; and to increase the effectiveness of participation of other parties that historically have been active participants in Commission proceedings.

We will measure the program’s success, in part, by surveying new participants to ensure they have a clear understanding of how our processes work, by the feedback we receive from those participants on whether they have had an effective opportunity to participate

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<sup>6</sup> Public Counsel Comments, Appendix A.

in our regulatory proceedings, and by the feedback we receive from prioritized communities about whether they feel heard and represented in our proceedings. As detailed later in this Policy Statement, the Commission will engage in additional outreach work to bring new voices to the table. This will also be an iterative process, guided in part by qualitative and quantitative analysis of arguments and testimony enabled by participatory funding presented before us in regulatory proceedings.

We recognize that the participants advocating in this Docket were largely entities that previously have participated in proceedings before the Commission, and we recognize that we do not have all the information and answers before us now to outline holistically a truly effective program. We will learn by doing and continuously addressing issues that come before us, including issues we may not anticipate at this time. We will examine specifically whether prioritized communities were able to make their arguments effectively in ways that would have been inaccessible to them but for participant funding.

As participants begin to negotiate the terms and conditions of the first round of funding arrangements, we expect them to keep the Commission’s stated policy and goals in mind. And as we implement the first round of funding arrangements, we look forward to what we expect will be many lessons learned. These lessons will inform future iterations of Washington’s participatory funding program, including the possibility of a rulemaking to codify best practices into Commission rules.

#### Commission Policy on Participatory Funding

When it mandated participatory funding, the Legislature recognized the value of diverse voices in Commission regulatory proceedings and the ways in which access to monetary resources can help or hamper equitable representation of those voices. The statute identifies organizations representing low-income, commercial, and industrial customers who may be represented by organizations that currently participate in Commission processes, such as the Alliance of Western Energy Consumers (AWEC) and The Energy Project, that we refer to in this statement as “incumbent” organizations. The statute also places clear emphasis on vulnerable populations and highly impacted communities, who are historically under-represented before the Commission. The statute provides that incumbent organizations are eligible to receive financial assistance as they continue to appear before the Commission, but specifically prioritizes organizations representing highly impacted communities and vulnerable populations for funding.

In this Policy Statement, the Commission provides high-level guidance for utilities and other stakeholders as they negotiate the first round of agreements under RCW 80.28.430. We interpret statutory language concerning qualifying proceedings and organizational eligibility for funding, establish initial program funding caps, set program parameters and

requirements for funding recipients, and we identify the method by which utilities may seek to recover program costs through rates.

The Commission additionally acknowledges and clarifies its role in the administration of funding agreements by establishing a high-level process by which the Commission will review agreements and review costs for reimbursement. The Commission and its administrative law judges will evaluate any funding agreements, proposed budgets, and reimbursement requests on a case-by-case basis. We decline to consider organizations for “pre-certification” eligibility at this time, though we may revisit this topic as Washington’s participatory funding program matures. Because of the need to protect ratepayers and adhere to funding caps, the Commission will evaluate the reasonableness of any reimbursement requests and “[t]he amount of financial assistance, if any” that may be awarded to the organization.

We also take certain steps to prioritize vulnerable and highly impacted communities, as required by the statute. We set aside *at least* one-third of each utility’s funding cap for organizations representing prioritized communities. We also provide for the interim payment of expenses incurred by these prioritized organizations during regulatory proceedings in order to support their participation. But to satisfactorily prioritize organizations representing vulnerable and highly impacted communities, we must hear more from the organizations themselves. Utilities, stakeholders, and the Commission itself should reach out and make proactive efforts so that Washington’s participatory funding provides tangible benefits to communities that historically have not participated in regulatory proceedings.

### *Broad Customer Interests*

As we detail our expectations for Washington’s participatory funding program, we begin with our interpretation of statutory language scoping funding agreement eligibility. The statute requires utilities to enter into written agreements with organizations that represent “broad customer interests.” This term serves to limit the organizations that may be eligible for funding under RCW 80.28.430.

The statute itself does not define the term “broad customer interests.” We must therefore interpret this term in light of established principles of statutory construction. “Statutes must be interpreted and construed so that all the language used is given effect, with no portion rendered meaningless or superfluous.”<sup>7</sup>

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<sup>7</sup> *State v. J.P.*, 149 Wn.2d 444, 450, 69 P.3d 318 (2003).

Stakeholders offered various recommendations for how the Commission should interpret this term in light of the statute’s purposes. Some stakeholders read the statute as limiting the organizations that may be eligible for funding. For example, PacifiCorp recommends interpreting “broad customer interests” as pertaining to organizations that represent a “large portion” of the customers within a customer class, vulnerable population, or highly impacted community. Citing the Fourth Amended and Restated Intervenor Funding agreement (Oregon model agreement) approved by the Oregon Public Utility Commission in 2018, Avista Utilities (Avista) recommends that the term should refer to “interests that are ‘primarily directed at public utility rates and terms and conditions of service affecting that broad group or class of customers [represented by that intervenor] and not narrow interests or issues that are ancillary to the presentation of the interest of consumers as consumers of utility services.’” Avista also notes that the Oregon model agreement only pertains to non-profit organizations, the primary purpose of which is to represent utility customers on an ongoing basis.

Northwest Natural Gas Company (NW Natural) reads the term “broad customer interests” to mean organizations that represent a variety of interests relevant to Commission proceedings, have a presence within the relevant utility’s service territory, and meet the Commission’s standards for intervention under RCW 34.05.443 and Commission rules. The Energy Project maintains that funding should be limited to organizations that address issues related to and directly impacting customer classes, *e.g.*, residential customers. The Energy Project does not recommend awarding funding to organizations that are concerned with narrow interests. These interpretations would tend to exclude organizations that represent only a few, uniquely-situated customers or that focus on only a narrow issue before the Commission.

Other stakeholders recommend a more liberal interpretation. Public Counsel notes that it is a not an eligible organization as contemplated by RCW 80.28.430 and that it is funded through the Public Service Revolving Fund. But Public Counsel recommends that the Commission take guidance from California’s standards, which provide funding to organizations that represent multiple customers. NW Energy Coalition (NWEC) would also interpret the term “as broadly as possible” to include organizations representing specific customers, so long as those interests encompass broad customer interests. AWEC similarly maintains that an organization representing a specific subset of customers, such as industrial customers, should be eligible for funding, because this representation benefits all customers. However, AWEC notes that an organization only representing a few, uniquely-situated customers should not be eligible for funding. The Northwest and Intermountain Power Producers Coalition (NIPPC) would interpret the term broadly to include interconnection customers. Finally, Puget Sound Energy (PSE) argues that the Commission should not limit funding to organizations representing larger groups of

customers, because this could be counter to the Legislature’s intent to include vulnerable and highly impacted communities in regulatory proceedings.

We decline to define the term “broad customer interests” at this juncture. While some stakeholders recommend a narrower interpretation of the term, we are concerned that this will exclude some organizations from accessing funding and undermine the Legislature’s intent. For example, we do not have sufficient information to determine whether the organization should represent a “large portion” of the customer class or prioritized community, as recommended by PacifiCorp. Similarly, we do not have sufficient information to determine whether the organization must address more than one issue relevant to Commission regulatory proceedings, as recommended by NW Natural. It is possible that organizations that fail to meet these standards may implicate or represent “broad customer interests.” We cannot make *a priori* determinations on these issues before new participants appear before the Commission and articulate their positions.

For the present time, we agree with PSE’s comment that the term “broad customer interests” should not be limited to organizations representing larger groups of customers. This could exclude organizations representing specific vulnerable and highly impacted communities. We also agree with NWECC’s observation that an organization representing specific customers may implicate broader customer interests. We must gain more experience administering participatory funding agreements and conduct outreach to prioritized communities before we are able to arrive at a fully informed decision.

It is clear, however, that certain organizations do not represent “broad customer interests” and should not be eligible for funding under this section. We are persuaded that participatory funding should be limited to non-profit organizations. As Avista notes, the Oregon model agreement provides a helpful, though not entirely Washington-suitable, example of a mature funding program with established practices familiar to some of the Commission’s stakeholders and regulated utilities. The Oregon model agreement contains this same limitation on for-profit entities. We also find that governmental entities should not be eligible for funding. Governmental entities are funded through separate measures and are not participants as contemplated by the statute. Public Counsel makes this very observation regarding its own funding and eligibility, and we find that this reasoning applies with equal force to other governmental entities. Therefore, we do not interpret the statute as requiring utilities to enter into funding agreements with for-profit or governmental entities.

### *Regulatory Proceedings*

We next discuss the type of “regulatory proceedings” to which RCW 80.28.430 applies. Although commentors in this docket generally agree that we should read the term



“regulatory proceedings” broadly,<sup>8</sup> two areas of disagreement emerged regarding the types of matters for which organizations should be eligible for funding under the statute.

The first area of disagreement concerns whether we should read “regulatory proceedings” to mean “adjudicative proceeding[s].”<sup>9</sup> PSE urges us, at least initially, to presumptively do so, although it recommends that we authorize some kind of mechanism to make other proceedings eligible for funding upon designation.<sup>10</sup> NWEC, in contrast, notes that the “Legislature specifically did not limit intervenor funding to ‘adjudicative proceedings,’ as defined in RCW 34.05.010,” and advocates for reading the term as including non- adjudicatory proceedings.<sup>11</sup> Other commenters appear to agree with NWEC by favoring a reading of “regulatory proceedings” that includes rulemakings or other non-adjudicatory matters.<sup>12</sup>

The second area of disagreement concerns whether we should exclude a limited subset of adjudicatory proceedings from eligibility for funding. Specifically, Avista, NW Natural, and PSE recommend that we exclude from eligibility for funding “a complaint proceeding initiated by, or caused to be initiated by, the intervenor who requests the funding.”<sup>13</sup> NWEC, in contrast, explicitly counsels us to view proceedings initiated by a complaint as “regulatory proceedings” eligible for funding.<sup>14</sup> And other commenters implicitly support NWEC’s interpretation by recommending that we interpret the term

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<sup>8</sup> See Avista’s Comments, p. 6; AWEC’s Comments, p. 4; NIPPC’s Comments, p. 1-2; Public Counsel’s Initial Comments, p. 5-6; The Energy Project’s Initial Comments, p. 2; NW Natural’s Comments, p. 2.

<sup>9</sup> RCW 34.05.010(1).

<sup>10</sup> PSE’s Comments, p. 2.

<sup>11</sup> NWEC’s Comments, p. 2.

<sup>12</sup> Avista’s Comments, p. 6 (noting the need for a broad definition of “regulatory proceedings); AWEC’s Comments, p. 4 (urging us to define “regulatory proceedings as “any process associated with a docketed proceeding or that may lead to, or is the outcome of, a docketed proceeding”); NIPPC’s Comments, p. 1-2 (inviting us to broadly read the term “regulatory proceeding”); NW Natural’s Comments, p. 2 (referencing the broad standard applied in Oregon); Public Counsel’s Initial Comments, p. 5-6 (surveying the law of sister states and noting the broad availability of funding for advocates where allowed); and The Energy Project’s Comments, p. 2 (interpreting “regulatory proceedings” to “include any . . . docketed process, including adjudications . . . , rulemakings . . . , special statutory proceedings . . . , and major “policy” dockets”).

<sup>13</sup> Avista Comments, p. 6; *accord* NW Natural Comments, p. 2; PSE Comments, p. 2.

<sup>14</sup> NWEC Comments, p. 2.

“regulatory proceedings” to include any adjudicatory matter,<sup>15</sup> which would include complaints.<sup>16</sup>

As many of the commenters recommend, we interpret the term “regulatory proceedings” broadly but decline to create a specific or exhaustive list of the types of proceedings that constitute “regulatory proceedings.” Subject to the guidance that we offer below, we view as eligible for funding any proceedings carried out in accordance with or under the auspices of the public service laws, our regulations, or orders the Commission has issued.

RCW 80.28.430 represents the Legislature’s determination that public participation benefits our regulatory processes. As many commenters note, a significant share of those processes take place in non-adjudicative proceedings that nevertheless have a significant impact on the public interest.<sup>17</sup> We also clarify that there may be certain adjudicated proceedings in which it advances the public interest to grant funding to those participating by way of limited intervenor status. By more broadly construing the kinds of proceedings for which participatory funding may be eligible, we attempt to give effect to the legislative purposes underlying RCW 80.28.430.

We nevertheless offer a word of caution. We regulate in accordance with the public interest as set forth in the public service laws,<sup>18</sup> and we recognize that there will be some regulatory proceedings in which the interests at stake have little, if any, relation to the public interest. Such proceedings include brief adjudicative proceedings,<sup>19</sup> and may, as several commenters note, include certain complaints that advance the interests of a few individual utility customers rather than the public in general.<sup>20</sup> Other proceedings are or

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<sup>15</sup> See AWEC Comments, p. 4 (viewing any docketed process as a “regulatory proceeding”); The Energy Project Comments, p. 2 (viewing any adjudication, which would include those initiated by a complaint, as a “regulatory proceeding”)

<sup>16</sup> WAC 480-07-300.

<sup>17</sup> E.g., *In re Adopting Rules Relating to Clean Energy Implementation Plans and Compliance with the Clean Energy Transformation Act*; *In re Amending or Adopting rules relating to WAC 480-100-238, relating to Integrated Resource Planning*, Dockets UE-191023 & UE-190698, General Order 601 (Dec. 28, 2020) (rulemaking concerning the clean energy implementation plans mandated by the Clean Energy Transformation Act); LAWS OF 2021, ch. 188, § 1 (requiring the Commission to issue a policy statement about alternatives to traditional rate-base/rate-of- return ratemaking).

<sup>18</sup> RCW 80.01.040(3).

<sup>19</sup> RCW 34.05.482(1)(b), (d).

<sup>20</sup> The only formal complaints brought against regulated energy companies in recent years were related to tariff charges specific to the customers who brought those complaints. It is difficult to

should be noncontroversial, such as routine items on our open meeting dockets. While organizations may be able to participate in some of these matters, that participation may not meaningfully advance the public interest. In such cases, we are unlikely to approve requests for funding, though we may still consider such requests on a case-by-case basis.

### *Program Budget Caps*

In response to Commission questions exploring the requirement in RCW 80.28.430 that the Commission consider whether agreements provide a “reasonable amount of financial assistance” to potential funding participants and to questions regarding the usefulness of program caps and budgets, respondents generally agree program assistance should not materially impact customers rates, place undue burden on a particular class of customer, or result in rates that are not fair, just, and reasonable.<sup>21</sup> However, respondents are divided on whether the Commission should establish an overall cap on initial program funding.

Avista, AWEC, NW Natural, PSE, PacifiCorp, and The Energy Project comment that establishing an overall amount of funding is useful from perspectives of cost containment and predictability for both utilities and program participants.<sup>22</sup> In initial comments, AWEC proposes an annual program cap of up to 0.1 percent of utility revenue requirements.<sup>23</sup> In its supplemental comments, Avista proposes a program cap of up to 0.05 percent of utility revenues and additionally notes that 0.05 percent of Avista revenue would correspond to \$350,000 annually for both electric and gas services.<sup>24</sup>

NWEC proposes that standing budgets for each utility may be useful to a program framework but recommends that the Commission gather more information on current participant spending levels before determining total program caps. NWEC proposes surveying current stakeholders in Commission proceedings, including utilities, Commission Staff, and Public Counsel to more accurately understand the monetary amounts that would reasonably support new entrants to Commission proceedings. NWEC also proposes developing an initial funding program without the use of budgets for the

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contemplate a scenario where parties would be granted funding in such proceedings. Nevertheless, we will consider any such request on a case-by-case basis.

<sup>21</sup> Initial Comments of AWEC, NWEC, PacifiCorp, Public Counsel, and The Energy Project.

<sup>22</sup> Avista Comments, p. 8; AWEC Comments, p. 5; NW Natural Comments, p. 3; PSE Comments, p. 4; PacifiCorp Comments, p. 3, and The Energy Project Supplemental Comments, p. 6.

<sup>23</sup> AWEC Comments, p. 6

<sup>24</sup> Avista Supplemental Comments, p. 3

first two years.<sup>25</sup> Similarly, Public Counsel supports initiating a funding program without the use of program caps and budgets to gather additional information. Public Counsel argues, “until we know what level of funding is needed, any budget cap seems arbitrary and potentially contrary to the statute because an insufficient budget cap may prevent intervenors from accessing necessary funds.”<sup>26</sup> Most commentors, including Avista, PacifiCorp, PSE, Spark NW, Front and Centered, and The Energy Project also support earmarking, through various methods, a portion of funds for prioritized organizations, or those representing highly impacted communities and vulnerable populations.<sup>27</sup> Avista suggests that not less than some percentage of overall funding amounts be set aside for new participants representing highly impacted communities and vulnerable populations and proposes a starting point of 20 percent of available funds.<sup>28</sup> Front and Centered recommends that funding for highly impacted communities and vulnerable populations should be designated for Commission-led capacity-building for these organizations. Front and Centered further comments that, in the short term, the Commission should assign funds specifically to assist organizations with navigating regulatory proceedings and should direct a significant portion of funding to building the capacity of organizations to participate in the Commission’s regulatory proceedings.<sup>29</sup> NWEAC proposes the Commission exempt organizations representing vulnerable populations and highly impacted communities from any funding cap, arguing that funds should be available for these groups when they are able to participate.<sup>30</sup> Similarly, though it does not advocate for any program funding caps or specific earmarking, Public Counsel argues that in using the term “prioritize,” the Legislature intended to ensure organizations representing highly impacted communities and vulnerable populations have access to funding. In its comments, Public Counsel goes on to state that if intervenor funding is not

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<sup>25</sup> NWEAC Comments, p. 4-5

<sup>26</sup> Public Counsel Supplemental Comments, p. 6

<sup>27</sup> Avista Comments, p. 15; PacifiCorp Comments, p. 6; PSE Comments, p. 8; Spark NW Comments, p.1; Front and Centered Comments, p. 2; and The Energy Project Supplemental Comments. p.3.

<sup>28</sup> Avista Comments, p. 15

<sup>29</sup> Front and Centered Comments, p. 2

<sup>30</sup> NWEAC Supplemental Comments, p. 3

limited to a program cap, funding for groups representing highly impacted communities and vulnerable populations also would not be limited.<sup>31</sup>

We also heard from numerous commentors during the Commission’s workshop on September 28, 2021, and in supplemental comments, that prioritized communities will broadly require more outreach and information about opportunities provided by participatory funding and about the Commission’s regulatory processes before these organizations will be able to determine their funding needs and interest in participation.

Finally, various commentors also proposed certain other funding budgetary subcategories, or specific earmarks for funding, based on considerations such as a program participant organization’s eligibility or “pre-certification” to qualify for program funding or based on various groupings of regulatory proceedings.

The Commission appreciates the detailed and thoughtful comments submitted by respondents on the issue of total caps on, and spending budgets for, participatory funding authorized by RCW 80.28.430. Though stakeholder recommendations on these topics were varied and wide-ranging, several common threads are evident. Largely, stakeholders agree that as a new statutory provision in Washington state, a participatory funding program for energy utility regulatory proceedings should be refined as the Commission and stakeholders learn more about needs of new and current entrants engaging in our processes. In workshop comments and other written comments, stakeholders also largely agree that the Commission, not utilities, should retain broad discretion over how the program is built and administered to ensure utilities are not in a position of determining which organizations have access to the program or which organizations receive funding. Stakeholders also generally commented on themes of program cost-control, program impacts on ratepayers, Commission authority over ensuring fair, just, and reasonable rates, and program accessibility for new participants.

As we considered monetary limits on aggregate amounts of funding available during the first year of a participatory funding program, all these common threads were central to the discussion. The Commission agrees with Public Counsel and NWECA that future information on the number of possible program participants and the scope of their interaction in utility proceedings will help shed light on how much program funding is sufficient to meet both the Legislature’s and the Commission’s goals to provide for participatory funding. However, information gathering and experimentation to develop Washington’s program can occur within the bounds of an initial program cap on funding, which will provide clarity to stakeholders, utilities, and Commission Staff administering

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<sup>31</sup> Public Counsel Comments, p. 19

agreements on how much ratepayer money the Commission is willing to allow in exploring the expansion of participation in regulatory proceedings. Future information may demonstrate the need for an increase or decrease in an overall program cap on funding, and the Commission retains explicit authority to make any such adjustments over time.

Because we agree that providing initial guidance on appropriate spending levels for the first year of a participatory funding program will provide clarity to all involved, we must turn to the aggregate amount of funding we will allow during the first year of the program and consider any additional budgetary subcategories suggested by participants in this Docket. AWEC and Avista each provide explicit recommendations for the amounts of funding they believe to be appropriate for a burgeoning program and that, in their views, would not constitute a material burden to utility ratepayers. Respectively, they recommend amounts up to 0.1 percent of a utility's revenue requirement and up to 0.05 percent of a utility's revenues.

The corresponding dollar figures for both recommended program cap amounts result in wide variation between utilities and, thus, varied opportunity for funding stakeholder participation in utility regulatory proceedings. On the low-end of these proposed funding ranges, the amount that corresponds to 0.05 percent of revenues for a regulated energy utility with a smaller footprint in Washington state may not be sufficient to provide funding to more than two or three participants each year. On the higher end at 0.1 percent of revenues, for larger utilities, this range could result in ratepayers shouldering several million dollars a year in program costs.

As a regulatory body tasked with ensuring utility rates are fair, just, and reasonable, and as a body newly tasked with administering a successful participatory funding program, we aim to provide for an amount of funding that ensures an adequate program that expands represented viewpoints in regulatory proceedings. We also must ensure Washington ratepayers are not unduly burdened by costs that are more expensive than they are useful for expanding proceedings to be more inclusive and equitable. We must accommodate new and incumbent participants in our processes as well as ensure efficient use of ratepayer funds.

We agree that AWEC's proposal provides the most opportunity for funding participants on the lower end of its range, but we are hesitant, at least initially, to approve spending at the higher end of that percentage range. To alleviate our concerns with approving such large figures at the outset of our experience with participatory funding, we look to the annual amounts allocated to intervenors in Oregon and to their spending proposals for

Oregon proceedings.<sup>32</sup> These snapshots of the Oregon program provide some illustration of the monetary amounts we might expect from individual funding requests in the initial years of our program, and as participants and the Commission gain a better understanding of how this program might operate. Based on these snapshots, we cap program spending for the first year of implementation at 0.1 percent of operating revenues, but no more than \$300,000, per utility for gas and electric operations combined. The amounts in the table below are ballpark numbers, calculated from 2020 operating revenues, that illustrate our policy.

Intervenor Funding Amounts through 2022 Per Utility <sup>33</sup>				
Calculated at 0.1% of Operating Revenue and \$300,000				
P	A	P	Cascade	N
\$	\$	\$	\$265,512	\$7

While the Commission additionally heard and received comments proposing other methods to parse funding into separate allocations by types of participants and proceedings, the Commission declines to further delineate funding for the initial round of program agreements in 2022 with one exception, described below. The Commission recognizes that the statute bases Washington’s funding program on agreements that will be negotiated between utilities and participants. The Commission expects participating stakeholders can and will use the Commission’s provided program caps to make their own decisions about how and in which proceedings program funding may be most beneficial.

The exception we make related to additional delineation of funding amounts involves the statute’s prioritization of organizations representing highly impacted communities and vulnerable populations. We detail our consideration of the Legislature’s use of the term “prioritization” in more detail below, but here will additionally state the Commission’s policy that *at least* one third of available funding per utility will be reserved specifically for use by organizations representing vulnerable populations and highly impacted communities and, at least for the first year of this program, may be used for the purposes of conducting outreach and developing awareness of participation opportunities for vulnerable populations and highly impacted communities.

Funding for the first year of the program for both incumbent organizations and for prioritized organizations is subject to the limitations that are established elsewhere in this

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<sup>32</sup> Avista Comments, Appendices B, C, and D  
<sup>33</sup> Electric and Gas Company Annual Reports, 2020

Policy Statement except where explicitly noted. The Commission also makes clear that training and education that provides technical assistance to organizations representing highly impacted communities and vulnerable populations about the subjects of utility regulation and Commission proceedings and case law are considered eligible uses for funding.

### *Prioritization of Organizations Representing Highly Impacted Communities and Vulnerable Populations*

Section 4 of RCW 80.28.430 explicitly requires the prioritization for funding of organizations representing highly impacted communities and vulnerable populations.<sup>34</sup> The Commission received many recommendations through initial comments, workshop discussion, and supplemental comments from stakeholders in this Docket interpreting the legislative intent in prioritizing highly impacted communities and vulnerable populations. Stakeholders suggest earmarking funding for prioritized groups, as discussed above, but additionally propose other avenues by which the Commission might prioritize these groups. These other avenues for prioritization include lowering the threshold for eligibility for these groups such that it is easier for them to qualify for funding,<sup>35</sup> providing continued outreach to and training for highly impacted communities and vulnerable populations to understand the opportunities provided by participatory funding, and making interim funding available exclusively to these groups.

### *Outreach*

In supplemental comments, Front and Centered emphasizes that few organizations that represent highly impacted communities and vulnerable populations are currently in a position to become participants in regulatory proceedings and emphasized the importance of training and administrative assistance for organizations that represent these groups. Front and Centered also urges the Commission to “conduct additional outreach to solicit input and participation from diverse, non-utility groups in designing an equitable mechanism for intervenor funding.”<sup>36</sup> NW Natural suggests the Commission host annual

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<sup>34</sup> RCW 80.28.430(4).

<sup>35</sup> Public Counsel suggests that if the Commission provides funding solely on a case-by-case basis, rather than “pre-certifying” certain organizations’ eligibility as suggested by other commenters, eligibility thresholds could be lower or easier to meet for organizations representing highly impacted communities and vulnerable populations.

<sup>36</sup> Front and Centered Comments, p. 2



workshops that provide instruction and assistance to vulnerable populations and highly impacted communities to enable their participation in the program.<sup>37</sup>

In supplemental comments, NWEAC urges the Commission to conduct targeted outreach to community-based organizations representing highly impacted communities and vulnerable populations “to get their input on the form of intervenor funding agreements that would apply to them.”<sup>38</sup> In supplemental comments, Public Counsel recommends that the Commission seek “additional resources with specific expertise in this area to ensure meaningful outreach.”<sup>39</sup> In supplemental comments, The Energy Project notes that it is “apparent that additional work will be required to bring this to fruition, including further outreach to engage these communities in the [intervenor funding] planning process.”<sup>40</sup>

The Commission acknowledges there is additional work to be done engaging organizations that represent highly impacted communities and vulnerable populations to better understand how to design a participatory funding program that meets and prioritizes their needs as required by the statute. We agree with commenters including Front and Centered, NW Natural, NWEAC, and others that recommend the Commission conduct targeted outreach and provide training and educational opportunities to organizations that represent highly impacted communities and vulnerable populations. Front and Centered makes clear in its comments at the September 28, 2021, workshop, and in its written comments, that elements of procedural equity are imperative to ensuring that any funds specifically earmarked for prioritized organizations are used, and used effectively. The Commission will continue its work in this Docket following the publication of this Policy Statement to engage with prioritized groups to build a program that works for them.

### *Interim funding*

While all commenters suggest that interim funding, as described in the Commission’s August 19, 2021, Notice of Opportunity to File Written Comments as “full or partial payments provided to organizations in advance of or during a proceeding,” could be a

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<sup>37</sup> NW Natural Comments, p. 7.

<sup>38</sup> NWEAC Comments, p. 3

<sup>39</sup> Public Counsel Supplemental Comments, p. 4

<sup>40</sup> The Energy Project Supplemental Comments, p. 3

general component of a participatory funding program subject to certain conditions,<sup>41</sup> some also suggest using interim payments as a means of prioritizing highly impacted communities and vulnerable populations.

AWEC and The Energy Project both suggest interim funding be available only to organizations representing vulnerable populations and highly impacted communities in order to prioritize these groups. NWEC suggests interim funding be disbursed as requested but recommends that the Commission consider limiting interim funding to organizations with a demonstrated need. PSE suggests the Commission allow partial payments based on organizational need and highlighted the difficulty prioritized groups may have with waiting until the close of a proceeding to receive funds needed to pay for their participation in a proceeding.<sup>42</sup> Public Counsel, noting “the difficulty of increasing participation in equity advisory groups by organizations that do not traditionally engage in UTC practice,” suggests the Commission consider providing funding to organizations up front rather than at the conclusion of a proceeding.<sup>43</sup>

As discussed above, the Commission will reserve *at least* one-third of aggregate funding to prioritized groups, which may be used for outreach, training, and education to create a space at the regulatory table for their participation. Additionally, the Commission will allow interim funding only for organizations representing highly impacted communities and vulnerable populations. The Commission agrees with AWEC and The Energy Project that interim funding is a meaningful way to prioritize these groups, which may not have the funds available up front to pay the costs of participating in regulatory proceedings, which can last for months. Both the existence and timing of funding can be barriers to participation for organizations with fewer resources. The Commission finds that making funding available before the close of a proceeding can help more organizations that represent prioritized groups participate effectively in Commission proceedings. More established organizations with a history of participating in Commission proceedings are not likely facing this same barrier to participation.

The Commission agrees with commenters that potential participants seeking interim funding should demonstrate need as a threshold for eligibility for interim funding only—

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<sup>41</sup> Avista suggests the Commission make some portion of funding available in advance to pre-certified organizations on the condition that the organization match the funding. AWEC and NW Natural suggested interim funding be contingent on material contribution to a proceeding. NW Natural and PacifiCorp argued that interim funding was acceptable if the funding was for expenses already incurred.

<sup>42</sup> PSE Comments, p. 6

<sup>43</sup> Public Counsel Comments, p. 14

for now, the Commission will not require a demonstration of need for funding generally—and that interim funding should be allowed only for expenses incurred. Because the source of participatory funding will be ratepayer money, the Commission must ensure that it is spent appropriately. The Commission will require that organizations seeking interim funding submit a budget with a petition for funding that demonstrates how the organization intends to use the money. To receive interim funding, organizations are required to provide detailed information, including receipts and invoices, to demonstrate how money was spent.

The Commission declines to condition general funding and interim funding on the basis of a participant’s material contribution to a proceeding at this time. The Commission needs more experience with the program before it can assess how materiality would impact overall eligibility. The Commission wants to ensure any materiality requirements will not discourage participation of newcomers in our processes nor discourage collaboration among participants in adjudicative and non-adjudicated proceedings.

The Commission also declines to establish pre-certification status for general funding and for interim funding at this time. Pre-certification is used in several other states, including in Oregon. The Commission recognizes the value pre-certification of organizational eligibility may bring from an administrative efficiency perspective. However, we are persuaded that allowing organizations to be pre-approved for funding at the start of our experience with participatory funding programs would present several unnecessary complications and would benefit incumbent organizations to the detriment of newcomers.

The various requirements stakeholders presented in advocating for pre-certification include elements that organizations can only prove based on an established presence in the utility regulatory space and in Commission processes.<sup>44</sup> Meanwhile, a key priority of RCW 80.28.430 is expanding representation in regulatory proceedings to groups who have not participated before in Commission processes. The statute directs the Commission to prioritize highly impacted communities and vulnerable populations. Allowing for pre-certification so early in the creation of a program would put the needs of incumbent organizations above the needs of the communities the Commission is specifically directed to prioritize. Additionally, the Commission needs more time with a participatory funding program to determine what qualifications it would require to allow participants to move more quickly through administrative funding procedures. It is clear to us that we must first spend the time establishing guidelines to encourage prioritized groups to participate in our program and represent themselves in our processes.

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<sup>44</sup> See Initial Comments of Avista, AWEC, NW Natural, PacifiCorp, and PSE.

*Commission Review of Agreements, Funding Requests, and Costs; Recovery of Program Costs in Utility Rates*

As detailed above, the Commission heard from numerous stakeholders in this Docket about the need for Commission oversight of Washington’s participatory funding program to ensure ratepayer dollars are spent appropriately and to ensure that utilities are not permitted to pick and choose who is eligible for participatory funding.<sup>45</sup> The Commission and its administrative law judges will evaluate any funding agreements, requests for funding, proposed budgets, and reimbursement requests on a case-by-case basis. Because of the need to protect ratepayers and adhere to funding caps, the Commission will evaluate the reasonableness of any reimbursement requests and “[t]he amount of financial assistance, if any” that may be awarded to the organization. The Commission retains authority to review funding requests and final reimbursement requests and to adjust or reject funding requests and reimbursement requests if costs are unreasonable or contrary to the public interest. The Commission may provide additional guidance on appropriate and reasonable costs eligible for participatory funding at a later date and as we gain more experience with this participatory funding program.

The Commission does not yet have enough information to provide detailed expectations for funding agreements between utilities and organizations, but we provide below a high-level overview of the process to which we expect utilities and program participants to adhere.

Utilities and organizations entering funding agreements must submit them to the Commission for review and approval. Before participants may receive funding, they must submit to the Commission at the outset of a proceeding their proposed requests for funding, including anticipated budgets with detailed cost expectations for that specific proceeding. The Commission will not approve participant funding for organizations for overhead expenses, lobbying, and the filing of formal complaints, though, as noted above, the Commission will consider funding requests for participation in complaint proceedings that it determines are in the public interest. In addition, as noted above, training, technical assistance, and outreach to organizations representing vulnerable populations and highly impacted communities, including consulting fees for those activities, are allowable expenses eligible for participatory funding.

For organizations representing highly impacted communities and vulnerable populations, the Commission will consider interim funding payments during the pendency of a proceeding in circumstances where petitioners demonstrate need. Reimbursement

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<sup>45</sup> See Initial Comments of Avista, AWEC, NW Natural, PacifiCorp, PSE, and Public Counsel.

requests for interim funding must be submitted to the Commission for approval along with detailed information, including invoices and receipts, documenting the costs incurred.

- 1 All organizations must submit their final requests for reimbursement at the conclusion of a proceeding, accompanied by receipts and invoices detailing costs incurred. Reimbursement payments may not exceed costs outlined in funding requests and associated budgets presented in an organization's approved request for funding.
- 2 The Commission shall allow a utility that provides financial assistance under this guidance to recover the amounts provided in rates, consistent with RCW 80.28.430(3). Energy companies must file a petition for deferral of such expenses to FERC Account 182.3, Other Regulatory Assets. Utilities may seek recovery of these costs in a general rate case or through a separate tariff schedule with an annual true-up.
- 3 The Commission issues this Policy Statement pursuant to RCW 34.05.230 and WAC 480-07-920. This statement contains guidance to electric companies, natural gas companies, and organizations that represent or seek to represent broad customer interests in regulatory proceedings before the Commission. As provided in RCW 34.05.230 and WAC 480-07-920, this Order and Policy Statement is not binding upon either the Commission or the parties that may come before it in formal proceedings, nor is this Policy Statement an enforceable rule.

Dated at Lacey, Washington, and effective November 19, 2021.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

DAVID W. DANNER, Chair

ANN E. RENDAHL, Commissioner

JAY M. BALASBAS, Commissioner

#### ATTACHMENT D – PARTICIPATORY FUNDING INFORMATIONAL LINKS

- [Participatory Funding Website](#)
- [Participatory Funding Fact Sheet](#) (English) (PDF)
- [Participatory Funding Implementation Meeting PowerPoint Slides](#) (PDF)
- [Participatory Funding Interim Agreement](#) (PDF)

All documents related to Participatory Funding are available in [Docket U-210595](#) at [utc.wa.gov](http://utc.wa.gov).