



Thurston County, Washington

Community Planning and Economic Development
2000 Lakeridge Dr SW
Olympia, WA 98502-6045

REQUEST FOR PROPOSAL (RFP) HABITAT CONSERVATION PLAN ECONOMIC STUDY

Solicitation Documents

All solicitation documents, including any addenda, are published on the Thurston County “Legal Notices and Announcements of Public Hearings” website at

<https://www.thurstoncountywa.gov/tchome/Pages/legalnotices.aspx>

Proposals Due Date

Proposals are due by not later than: 3:00 p.m. PDT on July 31, 2020

Proposal Acceptance Location

Sealed Proposals will only be received by:

Thurston County
Community Planning and Economic Development Department
Building 1, 2000 Lakeridge Drive SW
Olympia, WA 98502

Thurston County reserves the right to reject any and all proposals, cancel this solicitation, and to waive any informalities or irregularities in procedure.

**REQUEST FOR PROPOSAL
THURSTON COUNTY HABITAT CONSERVATION PLAN
ECONOMIC IMPACT STUDY**

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REQUEST FOR PROPOSAL

THURSTON COUNTY HABITAT CONSERVATION PLAN

ECONOMIC IMPACT STUDY

SECTION 1 – OVERVIEW OF SOLICITATION

1.1 PURPOSE

Thurston County, Washington, is seeking proposals from qualified firms to complete of a study of the economic impacts resulting from a proposed multi-species programmatic Habitat Conservation Plan (HCP) in Thurston County. HCPs are a means for private and other non-federal actors to comply with the federal Endangered Species Act (ESA) and academic studies show they have the potential to provide conservation in an economically efficient manner. The alternative to a programmatic HCP is for individual property owners to undertake them on a project by project basis.

1.2 GENERAL INFORMATION

Thurston County is in the south end of Puget Sound in Washington State. The County is roughly 745 square miles, excluding water bodies, and has a population of more than 285,800 residents. Thurston County has some of the fastest growth rates in the nation and it is expected to climb to 393,700 by 2045. Population growth supports an important local economy, which is predicted to grow new commercial and industrial business as well as new homes to support those people and businesses.

Although the growth in Thurston County has brought many benefits to the area, it has also fragmented the natural mosaic of wetlands and riparian habitat, prairies, and other ecosystems. As people build homes and businesses and as the community builds schools, water and sewer lines, roads and other infrastructure, the prairie that once covered 180,380 acres before European settlement has declined to 17,300 ac today. As the quantity of the prairie has declined so has the quality of the remaining prairie habitat. Of the remaining prairie habitat in western Washington, estimates suggest that only 2-3% is dominated by native species. Multiple prairie-dependent species have declined to the extent that they have been listed as threatened or endangered under the Endangered Species Act of 1973, as amended (16 USC 1531 et seq., ESA).

The ESA makes it illegal to negatively impact listed animal species (known as “take”) without the proper authorization (incidental take permit (ITP)). Negative impacts result from activities that cause death, harm or harassment to such an extent the impacted species are unable to feed, breed or seek shelter. Property owners seeking to develop commercial and residential projects on habitat that supports listed species are subject to federal ESA requirements. Thurston County is proactively addressing the need to comply with the ESA on behalf of its citizens by proposing an HCP to mitigate the impacts of anticipated growth and development in the county for 30 years.

The County is in the processes of completing a multiple species programmatic Habitat Conservation Plan that would provide benefits to federally listed species and provide a predictable permitting process for wide range of development projects and accommodate Thurston County’s capital facility construction and maintenance. Thurston County believes that an HCP would provide the best tool for harmonizing the conservation needs of threatened and endangered species with Thurston County’s and its citizens regulatory compliance obligations under the ESA. The HCP would allow development projects to move forward under a

county-held ITP, while property owners seeking to develop pay into a mitigation program. The proposed HCP includes several thousands of acres to be part of a Conservation Lands System to be purchased through a combination of mitigation fees and conservation futures¹ funding. Conservation Lands will be encumbered in various ways, including removal of development rights from working lands and removing properties from the tax roll as permanently protected preserve lands.

1.3 REQUIRED SERVICES AND SCOPE OF WORK

The Contract awarded under this RFP will be between the County and the selected firm (hereafter referred to separately as the “Consultant”). The professional services provided by the Consultant under this contract involves performing a study of economic effects in unincorporated Thurston County resulting from the proposed HCP, including but not limited to:

- Economic effects to rural property owners seeking to develop their land under the HCP, compared with current state (which requires habitat surveys and potential individual HCPs and permits from US Fish and Wildlife Service),
- Economic effects from placing lands under easements and fee title conservation reserves with mitigation value considered (Conservation Lands System)
- An assessment of the overall effects to the local economy from a programmatic HCP, versus current state, over a 30-year period.

Key metrics would include changes to projected effects on the number, cost, and timing of development projects, and the corresponding effects on property tax revenues to the County and sales tax revenues to the County. This would include a comparison of the costs (biological assessment, mitigation, legal, time costs and permit application costs) of not pursuing an ITP which covers individual developments to the relative costs of the County programmatic HCP, and an evaluation of the relative difference between the two alternatives. Values described should include changes in dollars, development costs (including cost of time to permit a project), and revenues of property and sales tax in a minimum of 10-year intervals, presented in both future dollars and net present value.

The expected deliverables at the end of the project is a written report, including all appendices (which include a written summary of all assumptions used in the analysis and all data utilized and organized into relevant table formats). In addition, an executive summary of the report that which is written in a manner for general public understanding (“plain talk”) that could be made into a standalone document where needed. The report must be delivered in a variety of ways: one hard copy, a copy of the entire document in electronic format and no less than one, one-hour presentation to the Thurston County Board of County Commissioners.

The Thurston County HCP economic impact study aims to provide a greater understanding for county leaders, stakeholders and citizens at large about the potential financial implications upon the local community and county services resulting from the implementation of the proposed HCP.

The Consultant shall be responsible for performing the work as described in the task order contract agreements issued under the contract. All individuals and entities performing the work shall have the appropriate licenses, certifications, accreditations, and/or credentials that demonstrate competency for that work. They will work collaboratively with county staff which will oversee and assist in directing the project

¹ Conservation Futures program preserves open space, wetlands, wildlife habitat, timberland and agricultural lands to benefit Thurston County residents. The program established in 1991 is funded through property taxes governed by RCW 84.34. The county collects 4.2 cents per \$1000 assessed value. This levy is subject to a statutory limit increase of one percent per year up to 6.25 cents.

1.4 BUDGET AND CONTRACT PERIOD

The County anticipates this contract will be for an initial six months with an option to extend.

1.5 MINIMUM QUALIFICATIONS

Following are the minimum qualifications that proposing firms must meet in order to submit a response to this RFP. Proposals must clearly show compliance to these minimum qualifications. Proposals that are not clearly responsive to these minimum qualifications may be rejected by the County without further consideration.

- A. The proposing firm shall have been in business for a minimum of ten (10) years from the date of issuance of this RFP. The designated project manager shall be a permanent, full-time employee of the proposing firm and have a minimum of fifteen (15) years of experience, either with the proposing firm or other firm, managing and providing similar services to those requested under this solicitation.
- B. The proposing firm shall have experience and expertise in successful completion of economic studies analyzing the impacts resulting from regulations with an emphasis on conservation regulations or economic impact analysis for multi-species programmatic Habitat Conservation Plan will be.

SECTION 2 – INFORMATION FOR PROPOSERS

This section provides information and instructions for proposers responding to this solicitation. The County reserves the right, at its sole discretion, to reject the proposal of any proposer that fails to comply with the instructions outlined herein.

2.1 SOLICITATION DOCUMENTS

All solicitation documents, including any addenda, are published on the Thurston County “Legal Notices and Announcements of Public Hearings” website at

<https://www.thurstoncountywa.gov/tchome/Pages/legalnotices.aspx>

2.2 COUNTY CONTACT AND QUESTIONS

Prior to the award of a contract resulting from this solicitation, proposers are prohibited from contacting County staff other than the single point of contact for this RFP as identified below. The single point of contact for this solicitation is:

Christina Chaput
Thurston County Community Planning and Economic Development Department
Building 1, 2000 Lakeridge Drive SW
Olympia, WA 98502
Email: christina.chaput@co.thurston.wa.us

All questions related to this solicitation must be submitted in writing via email to the contact person identified above. For a question to be considered, the subject line of the email must state the following: "RFP Questions." Questions should be succinct and must include the submitter's name, title, company name, company address, and email address. The County will accept questions related to this solicitation only by email and only to the contact person identified above. No verbal answers to questions by County personnel will be binding on the County.

2.3 ADDENDUM TO SOLICITATION

Questions requiring revisions to this solicitation as it was originally published, will be made by formal addendum issued by the County and shall become part of this solicitation. Proposers are cautioned that any written, electronic, or oral representations made by any County representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written addendum to this solicitation issued by the County. This solicitation and any subsequent addenda will be posted on the County website referenced in 2.1. It is the sole responsibility of each proposer to ensure that they have obtained all addenda to this solicitation prior to submitting a proposal. Proposals that do not reflect information in issued addenda may be rejected by the County as nonresponsive.

2.4 CONTRACT FORM

This solicitation includes the County's standard Professional Consulting Services Contract in Section 5 in order to allow proposers an opportunity to review the terms and conditions. A proposal in response to this solicitation shall constitute acknowledgement that the proposer has thoroughly examined and is familiar with this standard contract.

2.5 EXPENSES INCURRED

The County will not be responsible for any costs associated with participation in this RFP including, but not limited to, preparation, submission, or presentation; interviews, if held; negotiation process; and contract execution. All expenses related to the proposal are entirely the sole responsibility of the proposer.

2.6 OFFEROR INVESTIGATIONS

Each proposer is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its proposal, and has an affirmative obligation to notify the County's contact person for this solicitation immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

Prior to responding to this solicitation, each proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County that the proposer will rely upon.

2.7 CHANGES AFTER SUBMISSION

Prior to the closing date and time, a proposer may make changes to its proposal through a written request to the County contact person for this solicitation, who shall allow the proposer to withdraw its sealed proposal for purposes of revising and resubmitting in accordance with the submission instructions

outlined herein. No changes or resubmissions shall be made or allowed after the solicitation closes.

2.8 SUBMISSION CONFLICTS

Each proposer is responsible for ensuring the accuracy and completeness of its submission. In the event of any conflicts in content between the original, copies, and the electronic versions of the proposal, the original proposal shall prevail.

2.9 EX PARTE COMMUNICATIONS

All proposers shall conduct themselves with professional integrity and refrain from lobbying activities as described herein. During the procurement process, commencing with the issuance of this solicitation and continuing until the contract award, no employee, member, agent, vendor, advisor, or consultant of any proposer shall have ex parte communications, directly or indirectly, regarding this solicitation and procurement process with any employee, representative, or elected official of the County involved in this solicitation and/or procurement, except for communications expressly permitted by this solicitation. Any verified allegation of engagement in such prohibited communications or attempts to unduly influence the selection process may result, at the sole discretion of the County, in the disqualification of the proposer from this procurement process.

2.10 ETHICS AND CONFLICT OF INTEREST STATEMENT

Proposers shall not directly or indirectly offer anything of value, including promotional items, to any County employee or official involved in this solicitation and subsequent procurement process. In addition, a proposer shall not have any business interests or a close family or domestic relationship with any County employee or official who is, or will be, involved in this solicitation process and subsequent contract award, including but not limited to: receiving or evaluating proposals; selecting or negotiating with proposers; or drafting, signing, or administering the contract(s).

2.11 QUALIFICATION OF PROPOSERS

Each proposer may be required, before the award of any contract, to show to the complete satisfaction of the County that it has the necessary facilities, ability, insurance, and financial resources to comply with the contract and furnish the services, materials, or goods specified herein in a satisfactory manner. Each proposer may also be required to provide history and references that will enable the County to be satisfied as to the proposer's qualifications. Failure to meet the afore mentioned requirements may cause the County, at its sole discretion, to reject a proposer's proposal.

2.12 BUSINESS LICENSE

Evidence of current license to do business in the State of Washington is not required at the time of proposal but shall be required of any firm engaged with the County in negotiations and prior to contract execution. If the State of Washington has exempted the firm from state licensing (e.g., the firm does not have a physical presence in the state), then proof of such exemption shall be required.

2.13 INSURANCE REQUIREMENTS

Prior to responding to this solicitation, interested firms should ensure that they can provide the insurance coverage requirements specified in the Contract document included in Section 5 of this solicitation. Formal proof of insurance shall be required during negotiations with the apparent successful proposer(s) and prior to contract execution. Proposers may also elect to provide insurance documents within their proposal.

2.14 INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

More than one proposal received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Any or all proposals may be rejected if reasonable grounds exist for believing that collusion exists among any proposers. Proposers rejected under the above provisions may be disqualified if they respond to a re-solicitation for the same work.

2.15 CONTRACT AWARD IS IN THE BEST INTEREST

The County reserves the right to accept or reject proposals, to waive any informalities or irregularities therein, and to contract as the best interests of the County may require in order to obtain the services that best meet the needs of the County, as described in this solicitation. The County reserves the right to negotiate the modification of terms and conditions with the proposer(s) that offers the best value to the County in conjunction with the evaluation criteria contained herein prior to the execution of a contract in order to ensure a contract that is satisfactory to the County.

2.16 NONDISCRIMINATION

Thurston County hereby notifies all proposers that it will affirmatively ensure that all will be afforded full opportunity to submit proposals in response to this solicitation and will not be discriminated against because of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this policy shall be consistent with RCW 49.60.400.

SECTION 3 – PROPOSAL INFORMATION AND CONTENT

This Section provides the requirements for the content and organization of the proposal. Proposal contents shall be assembled, identified, and arranged as specified below. Failure to include any of the requested contents and arrange the contents in the order specified shall be cause for rejection of the proposal as nonresponsive. All documents and electronic media submitted to the County pursuant to this solicitation shall, upon receipt by the County, become the property of the County.

3.1 GENERAL PROPOSAL STANDARDS

All proposals in response to this solicitation shall meet the following guidelines.

- A. Proposals must be received by the County at the location and by the date and time specified in on the cover page and in section of this solicitation, except as revised by addendum. Proposers are responsible for ensuring that their proposal arrives at the specified County location by the deadline. The County shall not be responsible for any delivery errors. Late proposals will not be accepted or considered.
- B. All pages of the proposal shall be numbered sequentially, and any side of paper with printed text or content shall be considered a page. Pages shall be double-sided whenever practicable.
- C. The use of at least thirty percent (30%) recycled-content paper is encouraged.
- D. The use of covers or binders shall be limited, and if used, shall be recyclable, made from recycled materials, and/or easily removable to allow for copying or recycling of pages. Plastic

covers or dividers shall be avoided.

- E. Unnecessary attachments or documents not specifically asked for in this solicitation should be avoided. Elaborate or expensive art work, paper, bindings, and visual and other presentations beyond those sufficient to present a complete and effective response to this solicitation are neither necessary nor desired.

3.2 PROPOSAL PROCEDURES

The proposer shall submit to the County in a sealed envelope/package that is clearly marked with the RFP Title, and Name of the Proposer:

- One (1) unbound original proposal marked as “original”; and
- One (1) electronic copy of the complete proposal in PDF format on a USB flash drive.

Proposals must be received by the County not later than 3:00 P.M. Friday July 31, 2020. Late proposals will not be accepted or considered. Timely submission is solely the responsibility of the respective proposer.

Sealed proposals must be delivered via certified mail, express delivery, or courier to:

Thurston County Community Planning and Economic Development
Department
Building 1, 2000 Lakeridge Drive SW
Olympia, WA 98502

Submissions sent by fax or email will not be accepted.

3.3 PROPOSAL CONTENT

Proposals shall be assembled in accordance with the format specified below and, in the order, specified. Failure on the part of the proposer to clearly and completely provide all the content and information requested below may result in the County’s rejection of the proposal as nonresponsive. However, the County reserves the right to waive minor informalities and irregularities in the format of a proposal at its sole discretion.

Proposers shall adhere to the maximum page counts for proposal contents as indicated below. Note that one (1) side of a piece of paper with printing of any kind shall be counted as one (1) page; one (1) piece of paper with printing on both sides shall be counted as two (2) pages. Proposal covers, table of contents, tabs, forms, and any attachments that are required contents are not limited as to the number of pages but must not be excessive and must be directly related to the specific content requested.

THE REQUIRED PROPOSAL CONTENTS AND ORDER OF THE CONTENTS FOR THE PROPOSAL SHALL BE AS FOLLOWS.

Outside Covers

The front cover shall include: the RFP name; proposal date; proposer’s name and business address, email address, telephone number, web address, and contact person’s name.

Proposal Form

Include one (1) fully executed copy of the **Proposal Form** that is provided in Section 6 – FORMS of this solicitation. The executed original of the Proposal Form shall have an original longhand signature and shall

be included in the hard-copy proposal that is marked "Original." The additional required proposal copies may include photocopies of the original executed Proposal Form. Failure to include a fully completed Proposal Form using the form provided in this solicitation shall be cause for rejection of the entire proposal. The Proposal Form must be signed by a person authorized to legally bind the proposer.

TABBED SECTION #1: Letter of Interest including Minimum Qualifications Summary

The letter of interest shall not be more than three (3) pages and may contain any information not shown elsewhere in the proposals. It shall also clearly list each of the Minimum Qualifications in Section 1.5 of this solicitation and provide a detailed statement as to how the proposer meets each requirement. The County's determination as to whether a proposer meets the Minimum Qualifications shall be made from this letter of interest.

TABBED SECTION #2: Contract Terms and Conditions

Include a single page with a statement as to whether the proposer accepts, or has exceptions, revisions, or additions to, the standard Professional Consulting Services Contract Terms and Conditions presented in Section 5 of this solicitation. The proposer shall include an explanation as to why such exception, revision, or addition is requested. Failure by the proposer to identify an exception, revision, or addition waives any later objections by the proposer to the standard contract terms and conditions provided herein.

TABBED SECTION #3: Firm's Qualifications, Experience, and References

Include the following information in this section, which shall not exceed four (4) pages total.

- A. Provide a description of the history and capabilities of your firm. Clearly describe your firm's experience in development of economic studies for regulations, conservation regulation and if the firm has specific experience working on such project for Habitat Conservation Plans.
- B. Provide a summary of your firm's recent, current and projected workload in addition to this project.
- C. Provide three (3) relevant project profiles demonstrating your team's capabilities on projects of similar scope, scale and complexity. Provide your analysis of how each project relates to this HCP Economic Impact Study. Clearly show which proposed team members worked on each project including their role. For each project provide a detailed description, the names of the project manager and key personnel, project start and end dates, initial budget and final cost, and client name and contact information.
- D. Provide a list of references consisting of at least three (3) clients to which the firm has provided services within the last seven (7) years. For each client listed, identify the specific services provided and the inclusive dates for provision of services (i.e., contract period). Also provide for each client listed, a valid contact name to be used as a reference, company and department name, title, full mailing address, email, and telephone number. Note that references for government and/or public agencies are preferred.

TABBED SECTION #4: Key Personnel Qualifications, Experience, and References Submit the following information, which shall not exceed five (5) pages total (Requested resumes are not included in the page limitation).

- A. Identify the firm’s project manager that will be assigned to this Contract and provide the following information.
 - Qualifications—Provide his/her name and title; name of firm where currently employed and number of years with that firm; total years of related work experience; and address of his/her primary work location/office. List his/her personal credentials, general work experience, and any certifications and licenses to perform the work.
 - Experience—Indicate whether the Project Manager has experience providing services to government and/or public agencies. Provide a narrative of the specific experience that the Project Manager has in managing and coordinating multidisciplinary teams including coordinating multiple staff and projects, controlling costs, and ensuring timely high-quality deliverables.
- B. Identify the key personnel, other than the Project Manager, that will be assigned to the work under this Contract. Note that key personnel are those that will be performing most of the work and may also include the direct supervisor of the personnel performing the work. Provide a resume for each proposed key staff member, including brief project profiles for the last 3 relevant projects, employment history, education, and personal references. Clearly state years of industry experience and years of employment at proposing firm. Do not submit general qualifications of the firm or any individuals who will not be assigned to work on the county’s project.
- C. List any other entities (e.g., subconsultant) that maybe performing work under this contract, as well as current applicable licenses, certifications, accreditations, and/or credentials that demonstrate competency for the work that will be performed.

TABBED SECTION #5: Project Approach

Submit the following information, which shall not exceed ten (10) pages total.

- A. Provide an overview of your overall approach to perform the requested economic study. Use Section 1.3 Required Services and Scope of Work as the outline, however, adjust as necessary.

SECTION 4 – EVALUATION AND SELECTION

This Section describes the method the County will use to evaluate proposals received in response to this solicitation.

4.1 INITIAL SCREENING OF PROPOSALS

All proposals will be initially screened for responsiveness and the minimum qualifications outlined in this solicitation. Those proposals that do not clearly meet the minimum qualifications will be considered nonresponsive and will not be further evaluated.

4.2 EVALUATION CRITERIA

The County will evaluate and score the PROPOSALS using the criteria listed below.

- The qualifications, experience, and ability of the individuals to provide the services requested in this solicitation.
- Understanding of project requirements, scope and tasks and quality of proposed approach to address the scope of work (Section #1 and #3).
- Familiarity with environmental regulatory requirements and Habitat Conservation Plans
- Knowledge and experience in assessing the cost of development on relevant factors including, but not limited to, environmental constraints and market conditions;
- Capacity of the Respondent to perform the required work activities within the given time limitations, taking into consideration current and planned workload.
- Provide a competitive cost of services

4.3 EVALUATION PROCESS

The County will evaluate and rank the Proposals according to the evaluation criteria in Section 4.2. At the County's discretion, the top-ranked proposers may be contacted and asked to submit more detailed or supplementary information and/or be invited to participate in interviews. If interviews are held, then the County will conduct a final evaluation of the proposers based on the criteria listed in Section 4.2 above.

4.4 SELECTION AND NEGOTIATION

The County shall select the highest-ranked proposer based on the criteria and evaluation process outlined above. In the event two or more proposers have the same final score, the County will initiate negotiations with the proposer who, in the sole opinion of the County, best meets the County's needs as outlined in this solicitation.

The County will then enter into negotiations with that firm to finalize the contract and the fee schedule. The County reserves the right to negotiate any aspect of the contract and/or fee schedule for purposes of executing a contract.

Although the County may open discussions with the highest-ranked proposer, consideration or negotiations resulting in a contract are not guaranteed. If the County is unsuccessful in negotiating with the selected proposer or if negotiations do not proceed in a timely fashion, the County reserves the option to terminate negotiations and proceed with the next-highest ranked proposer, and so on until an

agreement is reached with one of the proposers or the process is terminated.

4.5 BOARD APPROVAL AND CONTRACT EXECUTION

The Department staff will be required to make a recommendation to and obtain approval from the Board of County Commissioners prior to any contract award.

Once the County has finalized and issued a contract for signature, the successful consultant must sign the contract and provide any outstanding documents, including, but not limited to, certificates of insurance and W-9. The County will sign the contract only upon receipt of all required documents.

SECTION 5 - CONTRACT TERMS AND CONDITIONS

The following is a sample of the contract that will be entered into between Thurston County (the "County") and the successful proposer (the "Consultant") with incomplete information to be added based upon the final negotiations between the County and the successful proposer. Proposers who want additional or modified contract terms must include the requested change(s) in their initial proposal in order for the change(s) to be subsequently considered. Note that any contract negotiated between the County and a successful proposer is subject to review by a County attorney and approval by the Board of County Commissioners prior to being submitted to that proposer for signature and final execution by the County.

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/_____.

THIS CONTRACT is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter "**COUNTY**," and _____, with its principal offices at _____, hereinafter "**CONTRACTOR**."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin on the date last executed below and shall terminate on _____.

2. SERVICES PROVIDED BY THE CONTRACTOR

The CONTRACTOR represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.

The CONTRACTOR shall perform the following services:

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform according to standard industry practice of the work specified by this Contract.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

e. The CONTRACTOR shall, from time to time, during the progress of the work, confer with the COUNTY. At the COUNTY'S request, the CONTRACTOR shall prepare and present status reports on its work.

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COUNTY shall provide the following:

- a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.
- b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONTRACTOR'S services.
- c. Services documents, or other information identified in Exhibit A.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For CONTRACTOR:

Name of Representative: _____
Title: _____
Mailing Address: _____
City, State and Zip Code: _____
Telephone Number: _____
Fax Number: _____
E-mail Address: _____

b. For COUNTY:

Name of Representative: _____
Title: _____
Mailing Address: _____
City, State and Zip Code: _____
Telephone Number: _____
Fax Number: _____
E-mail Address: _____

5. COMPENSATION

a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$_____.

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.

d. The CONTRACTOR shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents,

subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or subcontractors.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

a. **Professional Legal Liability:** The CONTRACTOR, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than \$_____ per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

b. **Workers' Compensation (Industrial Insurance):** The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51 RCW, and shall provide evidence of coverage to the Thurston County Risk Management Division.

The CONTRACTOR shall send to Thurston County at the end of each quarter written verification that premium has been paid to the Washington State Department of Labor and Industries for Industrial Insurance coverage. Alternatively, the CONTRACTOR shall provide certification of approval by the Washington State Department of Labor and Industries if self-insured for Workers Compensation.

c. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$_____ per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$_____.

- i. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
- ii. The CONTRACTOR'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
- iii. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.
- iv. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.
- v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

d. Automobile Liability: The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than \$_____ each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.

e. Other Insurance Provisions:

- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
 - ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
 - iii. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - iv. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
 - v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
 - vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

f. Verification of Coverage and Acceptability of Insurers: The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of

liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- i. Certificates of Insurance shall show the Certificate Holder as Thurston County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst
Human Resources
2000 Lakeridge Drive S.W.
Olympia, Washington 98502

- iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificated of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.
- iv. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

9. TERMINATION

a. The COUNTY may terminate this Contract for convenience in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent or representative of the COUNTY.

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

16. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

b. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. DISPUTES

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY’S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY’S contract representative shall be final and conclusive, subject to the CONTRACTOR’S right to seek judicial relief pursuant to Section 18.

18. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of

Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

19. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

c. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

20. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

21. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

The parties hereto acknowledge that the waiver of immunity set out in Section 7.b. was mutually negotiated and specifically agreed to by the parties herein.

CONTRACTOR: Thurston County, Washington

Firm: _____ By: _____

By: _____ Title: _____

Signature: _____
(Authorized Representative)

Date _____

Date _____

Title: _____

Address: _____

Approved as to Form by the Prosecuting Attorney's Office

Reviewed 1/5/05

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT
THURSTON COUNTY/ _____

SCOPE OF SERVICES

1. The services to be performed by the CONTRACTOR under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:
2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY) are set forth as follows (if applicable):

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/_____

COMPENSATION

1. The CONTRACTOR'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

SECTION 6– FORMS

- **Proposal Form** – The one-page Proposal Form must be completed in entirety and executed by a person authorized to legally and contractually bind the proposer, or the proposal may be rejected by the County. The executed Proposal Form must be included in the submission as directed in Section 3.3 of this solicitation.

PROPOSAL FORM

REQUEST FOR PROPOSAL

PROFESSIONAL CONSULTING SERVICES FOR THURSTON COUNTY

SEALED PROPOSALS WILL ONLY BE RECEIVED AT: Thurston County Community Planning and Economic Development Department, 2000 Lakeridge Dr. SW, Building 1, Olympia, Washington 98502.

PROPOSALS ARE DUE NOT LATER THAN: 2:00 p.m. PDT on June 19, 2020.

THE SOLICITATION DOCUMENTS, including any addenda, are published on the Thurston County "Legal Notices and Announcements of Public Hearings" website at <https://www.thurstoncountywa.gov/tchome/Pages/legalnotices.aspx>

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THAT THE SOLICITATION AND ALL ADDENDA HAVE BEEN EXAMINED PRIOR TO SUBMISSION OF A STATEMENT OF QUALIFICATIONS.

THE PROPER FULL LEGAL NAME OF THE FIRM OR ENTITY RESPONDING TO THIS SOLICITATION MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS PROPOSAL FORM MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY AND CONTRACTUALLY BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED IN ENTIRETY:

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

COMPANY NAME _____

COMPANY ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE _____ FAX _____

EMAIL _____

TAX ID NUMBER _____

IS THE COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WASHINGTON? YES _____ NO _____

NAME/TITLE OF COMPANY CONTACT _____

CONTACT'S PHONE _____ CONTACT'S EMAIL _____