

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY,
SOLID WASTE AND FINANCIAL ASSISTANCE PROGRAM
LACEY, WASHINGTON
OCTOBER 24, 2008**

**REQUEST FOR PROPOSALS
NO. ECY RFP 0911 SWFA**

If you download this RFP from the Department of Ecology website located at <http://www.ecy.wa.gov/services/contract/contract.html>, you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers.

PROJECT TITLE: **Washington State Tire Pile Cleanup Contract No. 2**

PROPOSAL DUE DATE:

November 24, 2008 by 4:00 p.m. local time in Lacey, Washington.

EXPECTED TIME PERIOD FOR CONTRACT:

January 30, 2009 through June 30, 2011. Department of Ecology reserves the right at its discretion, to extend the contract for up to three additional one-year periods.

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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2. General Information for Consultants
3. Proposal Contents
4. Evaluation and Award
5. Exhibits
 - A. Public Works Contract with General Terms and Conditions
 - B. Certifications and Assurances
 - C. Washington State Prevailing Wages Rates for Public Works Contracts

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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington State Department of Ecology hereafter called "AGENCY," is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in participating on a project to conduct tire cleanups in Washington State. This clean up is being done under the authority of RCW 70.95.530.

1.2 SCOPE AND OBJECTIVE – PHASE 1

This contract will be awarded for the removal of scrap tires from four Mason County sites identified in the following table:

PHASE I SITES

Site Name	City	County	Estimated Tons
Golden Pheasant	Shelton	Mason	50
Mason County Salvage	Shelton	Mason	50
Shelton Auto Parts	Shelton	Mason	50
All West Coast Auto	Grapeview	Mason	50
TOTALS			200

The AGENCY will conduct a mandatory site tour of these sites starting at 9:00 am on November 4, 2008 at the Golden Pheasant site in Shelton. The site visits will occur in the order listed in the table above. The site tour will continue through the day so all bidders can see each site. Each prospective bidder is responsible for transportation to each site.

Proposals will be required to identify the final disposition of these tires. The contract includes accepting tires that are on and off the wheels. All tires will be de-rimmed before final disposition and the metal will be recycled. Lead wheel weights on the rims will be recycled. If landfilling the tires (whole tires, shreds, or bales) is proposed, the proposal must include documentation from the landfill permitting authority that the estimated volume of tires will be accepted.

1.3 SCOPE AND OBJECTIVE - PHASE 2

The AGENCY is including a list of 43 additional sites that will need to be cleaned up in Phase 2 of this project. Each bidder **must** include cleanup bids per ton for all sites listed for Phase 2. It is expected that the site cleanup cost estimates will be based on assumptions (for example site accessibility, condition of the tires, and site location). The AGENCY anticipates that it may need to modify the initial contract award to reflect actual site conditions for the sites listed in Phase 2. Bidders should assume that final disposition of these tires will be similar to what is proposed for the sites identified in Phase 1.

Cleanup work will not start at these sites until the awarded CONTRACTOR and AGENCY representative conduct site visits and identify any site conditions that might require contract modifications for Phase 2. The sites listed in this section will be included in the initial contract award. The AGENCY will not conduct site tours of these sites until after contract award. The

AGENCY has included a generic estimate of tons of tires at each site for the purpose of including the sites in the awarded contract.

The AGENCY is responsible for obtaining site access permission for each site prior to site cleanup. Sites may be deleted from these lists during the RFP process and after contract award. New sites will not be added to this contract during the RFP process or after contract award.

PHASE 2 SITES – SORTED BY COUNTY

Site Name	City	County	Est Tons
Eastern Washington Sites			
Benton County	Kennewick	Benton	50
Rowe's AW	Chelan	Chelan	50
TC Repair	Dryden	Chelan	50
Colville Confederated Tribes 1	Inchelium	Ferry	50
Port of Kennewick	Kennewick	Franklin	50
Ephrata	Ephrata	Grant	50
Soap Lake site	Soap Lake	Grant	50
Osiadacz	Roslyn	Kittitas	50
Moseley Property	Goldendale	Klickitat	50
Tellian Property	Goldendale	Klickitat	50
Windy Brow Ind	Goldendale	Klickitat	50
Woodruff	Wahkiakus	Klickitat	50
Carl's Tire	Wilbur	Lincoln	50
Colville Confederated Tribes 2	Omak	Okanogan	50
Nordhagen	Chattaroy	Spokane	50
Bertram Property	Spokane	Spokane	50
Spokane Co Wrecker	Spokane	Spokane	50
M&R Salvage	Toppenish	Yakima	50
Yakama Nation	Yakima	Yakima	50
Western Washington Sites			
Neah Bay/Clallam Bay	Clallam Bay	Clallam	50
K&B Automotive	Port Angeles	Clallam	50
Midway Metals	Port Angeles	Clallam	50
Zueger Property	Castle Rock	Cowlitz	50
Cowlitz County Mosquito Control	Kelso	Cowlitz	50
Spencer Property	Copalis Beach	Grays Harbor	50
Butchers Scrap	Hoquiam	Grays Harbor	50
Rock Port Auto	Hoquiam	Grays Harbor	50
Dagnen Property	Montesano	Grays Harbor	50
Blue Road	Centralia	Lewis	50
Lyle West	Glenoma	Lewis	50
Sweazy Auto	Mineral	Lewis	50
Fred's Towing	Enumclaw	Pierce	50
Crocker Storage	Orting	Pierce	50
Logan Property	Roy	Pierce	50

Site Name	City	County	Est Tons
Ducolon Property	Tacoma	Pierce	50
Tacoma Fire Dept site	Tacoma	Pierce	50
Erickson Property	Snohomish	Snohomish	50
Eastberry Salvage	Tulalip	Snohomish	50
Snohomish	Snohomish	Snohomish	50
Holman Property	Maytown	Thurston	50
U-Save Auto	Olympia	Thurston	50
Hardwick	Everson	Whatcom	50
Hovander	Ferndale	Whatcom	50
Estimated Total Tons			2,150

1.4 MINIMUM QUALIFICATIONS

The Contractor must be licensed to do business in the state of Washington. The Contractor must have a minimum of 3 years experience in tire pile remediation.

1.5 FUNDING

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

The contract price of this project shall be at a firm fixed price per ton of eligible material, tires and rims, removed from the site by the contractor and disposed of in an environmentally sound manner. The tons of material identified at these sites are volume estimates based on best available information. The contractor will be required to notify the AGENCY as early as possible when higher or lower volumes are determined for each site. In the event that higher volumes are found, the AGENCY will modify the contract to pay for the additional tonnage. In the event that site conditions are discovered to be different than anticipated during proposal preparation, the AGENCY will negotiate any adjustments to the proposed per ton cost. The tonnage of tires removed from the site will be documented by providing weight receipts to the AGENCY.

1.6 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about January 30, 2009 to June 30, 2011. Modifications extending the period of performance, if any, shall be at the sole discretion of the AGENCY.

1.7 NATIVE AMERICAN RESERVATION WORK

Work performed within or in close proximity to the boundaries of a Native American reservation will comply with tribal laws and taxes.

1.8 DEFINITIONS

Definitions for the purposes of this RFP include:

Agency – The Department of Ecology is the agency of the state of Washington that is issuing this RFP.

Consultant – Individual or company submitting 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.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen.

The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

1.9 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 receipt of this RFP shall be with the RFP Coordinator. Any other communication 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.

Name	Kara J. Steward
Delivery Address	300 Desmond Drive SE.
City, State, Zip Code	Lacey, WA 98503
Mailing Address	PO Box 47600
City, State, Zip Code	Olympia, WA 98504-7600
Phone Number	360-407-6250
Fax Number	360-407-6102
E-Mail Address	kste461@ecy.wa.gov

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals (RFP)	October 24, 2008
Pre-proposal Site visit (mandatory)	November 4, 2008
Proposals due (on or before)	November 24, 2008
Apparent Successful Vendor Announced	December 19, 2008
Contract award (on or before)	January 30, 2009
End of Period of Performance	June 30, 2011

The AGENCY reserves the right to revise the above schedule.

2.3 PRE-PROPOSAL CONFERENCE AND SITE VISIT (*Mandatory*)

A pre-proposal conference and Phase 1 site tour for this RFP is scheduled to be held on November 4, 2008, starting at 9:00 a.m., at the Golden Pheasant Auto Salvage site in Shelton, Washington. All four of the Phase 1 sites are located in Mason County. The tour is proposed to visit the four sites in the order listed in the table below and completed in one day.

Site Name	Owner	Address	City	Telephone
Golden Pheasant	Marty Marx	800 W Golden Pheasant Rd	Shelton	360-427-3533
Mason County Salvage	Larry King	1840 W Cloquallum	Shelton	360-426-8626
Shelton Auto Parts	Anna Fornier	1501 W Dayton Airport Rd	Shelton	360-427-5150
All West Coast Auto	Nick Nutu	60 E Anthony	Grapeview	360-429-4979

Driving directions to these sites (starting from the Ecology office) are provided in Exhibit D. All prospective Proposers must attend the entire site visit. Written questions may be submitted in advance to the RFP Coordinator. Any oral responses given at the pre-proposal conference shall be considered unofficial. Official written responses to all questions from the pre-proposal conference will be provided to all attendees.

Questions arising at the pre-proposal conference or in subsequent communication with the RFP Coordinator will be documented and answered in written form through email communication. A copy of the questions and answers in the form of an Addendum to the RFP will be sent to each prospective consultant (in an email) who attended the mandatory pre-proposal conference.

2.4 SUBMISSION OF PROPOSALS

Proposals must be submitted in hardcopy only. Proposals may not be transmitted via email or facsimile.

- Send four (4) copies of the proposal
 - 1 copy must have original signatures [double-sided printing is preferred]
 - 3 copies with photocopies signatures [double-sided copies are preferred]
- Mail to PO Box 47600, Olympia, WA 98504-7600
- Hand delivered to 300 Desmond Drive SE, Lacey, WA 98503
- Due to the AGENCY no later than 4:00 p.m. local time in Lacey, Washington, on Monday, November 24, 2008.
- Clearly mark the envelope to the attention of the RFP Coordinator, who is the agency's sole point of contact for this procurement.
- There is no "public bid opening" process for this project.

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

Late proposals will not be accepted and will be automatically disqualified from further consideration. The proposals must respond to the procurement requirements. Do not respond by referring to material presented elsewhere. The proposal must be complete and must stand on its own merits. Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials 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 Deputy Director of the AGENCY and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Consultant is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The AGENCY will consider a Consultant's request for exemption from disclosure; however, the AGENCY will make a decision predicated upon Chapter 42.17 RCW and Chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail or in hardcopy to all who were present at the pre-proposal conference and site visit.

If you downloaded this RFP from the Department of Ecology website located at www.ecy.wa.gov, you are responsible for sending your name, address, e-mail address and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers. RFP updates will only be provided to bidders present at the pre-proposal conference and site visit.

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

2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

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

The established annual procurement participation goals for MBE are 10 percent and for WBE, 4 percent, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360-753-9693 to obtain information on certified firms.

2.8 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by AGENCY from the due date for receipt of proposals.

2.9 RESPONSIVENESS

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

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

2.10 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 during the evaluation process. In addition, if the Consultant is selected as the apparent successful contractor, the AGENCY reserves the right to enter into contract negotiations with the apparent successful contractor, which may include discussion regarding the terms of the proposal. Contract negotiations may result in incorporation of some of the Consultant's entire proposal. The Consultant should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. It is also understood that the proposal will become part of the official procurement file.

2.11 CONTRACT AND GENERAL TERMS & CONDITIONS

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

2.12 PUBLIC WORKS PROJECT

The successful Contractor will comply with the requirements of conducting a public works contract. These requirements include filing of the Intent to Pay Prevailing Wage prior to the start of the contract and filing of the Affidavit of Prevailing Wages Paid at the end of the contract. All subcontractors will be required to pay the appropriate prevailing wages. Prevailing wages are required to be paid to all employees and subcontractors working on the site. The project will not be allowed to start until after AGENCY receives a copy of the Department of Labor and Industries approved Intent to Pay Prevailing Wage for the Contractor and all subcontractors. The AGENCY will retain 5% of each invoice during this contract. This retainage will be released at the completion of all project work.

Prevailing wages are required to be paid for all hauling/trucking from the site – if the driver is normally paid by the load, the hourly rate for the hauling needs to equal the appropriate hourly prevailing wage. Prevailing wages do not apply to work that occurs outside the State of Washington (e.g., Oregon). Refer to WAC 296-127 for Department of Labor and Industries definitions of laborer and power equipment operator.

The final invoice and release of retainage will be paid after Ecology receives:

- Department of Labor and Industries approved Affidavit of Prevailing Wages Paid for the Contractor and all subcontractors
- Employment Security Department Certificate of Payment of Contribution Penalties and Interest of Public Works Contact
- Department of Revenue Certificate of Payment of State Excise Taxes by Public Works Contractor

2.13 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.

2.14 NO OBLIGATION TO CONTRACT

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

2.15 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.

2.16 COMMITMENT OF FUNDS

The Director of the AGENCY or his delegate is the only individuals 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 and the Department of Labor and Industries approval of the Intent to Pay Prevailing Wage forms submitted by the contractors and all subcontractors.

2.17 ELECTRONIC PAYMENT

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

2.18 INSURANCE COVERAGE

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

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

Liability Insurance

Commercial General Liability Insurance: Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the “each occurrence” limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the “each occurrence” limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured’s (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts. Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of “Any Auto.” Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability (“Stop Gap”) Insurance

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

Additional Provisions

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The state of Washington, Department of Ecology, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. **Cancellation.** State of Washington, Department of Ecology, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
3. **Identification.** Policy must reference the State’s contract number and the agency name.

4. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Department of Ecology Risk Manager or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
5. **Excess Coverage.** By requiring insurance herein, the State does not represent that coverage, limits will be adequate to protect Contractor and such coverage, and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this contract.

Worker's Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

2.19 TERO COMPLIANCE PLAN

When required the Contractor will work with the Tribal Employment Rights Office to fulfill the basic TERO requirements for clean-up projects on a Native American Reservation. The Contractor will comply with the minimum tribal labor force requirement and fee payment. The Contractor will prepare and submit a TERO Compliance Plan to the Tribal Employment Rights Office prior to the start of the cleanup work. The TERO Compliance Plan will be approved by the TERO representative prior to the start of the cleanup work. The Contractor will follow the requirements detailed in the TERO Compliance Plan.

3. PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper with tabs separating the major sections of the proposal. It is preferred double sided printing/copying be used for the proposals. The four major sections of the proposal are to be submitted in the order noted below:

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

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

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

3.1 LETTER OF SUBMITTAL (MANDATORY)

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

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom the contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Consultant (sole proprietorship, partnership, corporation) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
5. Location of the facility from which the Consultant would operate.
6. Identify any State employees or former State employees employed or on the firm’s governing board as of the date of the proposal. Include their position and responsibilities within the Consultant’s organization. If following a review of this information, it is determined by 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 – Maximum 70 points (SCORED/MANDATORY)

SCOPE OF THE TECHNICAL PROPOSAL: The technical proposal will provide details for the removal of scrap tires from the Phase I Sites identified in the following table:

Site Name	City	County	Estimated Tons
Golden Pheasant	Shelton	Mason	50
Mason County Salvage	Shelton	Mason	50
Shelton Auto Parts	Shelton	Mason	50
All West Coast Auto	Grapeview	Mason	50
TOTAL			200

Site Access: The AGENCY is responsible for obtaining site access permission from the property owner. In the event that a property owner refuses or withdraws site access permission the contractor will not remove the tires. The contractor is authorized to access the site for the purpose of removing the tires. The contractor is not authorized to use the site for other purposes (temporary storage of tires or staging of equipment).

Required Permits: Any special permits needed for the proposed final disposition of the tires will need to be in place prior to award of this contract.

Pest Control: Pest control measures will be required to ensure that all site workers are protected from snakes or rodents that are likely present in the tire pile. If required, application of pesticides for mosquito control will be coordinated with the local mosquito control district, local health district, or Ecology. Application of pesticides will be conducted by a licensed subcontractor.

Tire Removal: The contractor will remove all unburned, uncontaminated waste tires, including all rims, liners, tubes and parts of tires and tire debris from the property. All tires will be de-rimmed before final disposition and the metal will be recycled. The tires and tire debris will be transported from the site and delivered to either a waste recycling operation, waste tire end user, or to a qualifying landfill. No effort shall be made to excavate buried tires and debris or to remove above grade compacted piles of tire fire debris.

Examples of acceptable final disposition options for tires, but not limited to:

- Tire derived fuel or whole tire use as fuel, if all permits are in place.
- Use by city, county, or state governments for road fill or as a component of rubberized asphalt.
- Permitted tire recycling operations if all permits are in place and the contractor demonstrates a legitimate market.
- Other small quantity end uses, such as mats, boat bumpers, running tracks.
- Landfilling of tires that have undergone primary shredding or other type of volume reducing processing and is in compliance with permits issued by state and local authorities.
- Landfilling of whole oversize tires (greater than 22-inches inside diameter and weighing over 100 pounds) at facilities permitted to accept such tires.

Examples of unacceptable final disposition options for tires include, but are not limited to:

- Private road fill use.
- Landfilling of whole passenger tires.
- Disposal of volume reduced tires at inert waste landfill.
- Stockpiles of oversize tires (greater than 22-inches inside diameter and weighing over 100 pounds).

The contractor will not be responsible for preexisting trash and refuse at any site. Any items of a potentially hazardous nature should be left undisturbed and reported to the AGENCY.

Site Modifications: The contractor will be allowed to remove brush as necessary to access tire piles. Removal of larger trees will not be required. Where possible, tires will be removed from vegetated areas. Property owner permission will be obtained in advance for sites where a significant amount of brush clearing is necessary. If necessary, the contractor will coordinate this permission through Ecology and the county point of contact.

The contractor may put down rock or make other modifications to a site for the purpose of truck and equipment access. Dust abatement may be required during this project to reduce dust emissions during site activities. Application of dust suppressant will be performed by a licensed subcontractor.

Final Disposition: The contractor is required to identify the final disposition of the tires. If landfill disposal is the proposed endpoint for the tires (whole tires, shreds, or bales) the proposal must include the name of the landfill(s). Include documentation from the landfill or permitting authority that the volume of tires will be accepted. Disposal of tires in any landfill, including those out of state, will comply with applicable Washington regulations.

Other tire remediation options will be considered based on the merits of the proposal within the scope of the agency's mission for permanent clean-up of the site. Temporary storage of tires (whole, shreds, bales) for the purpose of "speculative" future recycling/reuse is not an option. Proposals are encouraged to include tire recycling/reuse for successful businesses/operations. Any proposed tire storage (including whole, shreds, bales) must be at a fully functional recycling/reuse operation that is currently operational, licensed, and permitted.

Final disposition of some or all tires using recycling, reuse, or other (non-landfill) methods is encouraged. The contractor will be required to consult with Ecology concerning final disposal method(s).

Final Site Condition: The contractor will remove all whole tires and all tire piles (whole or shreds) from the site. The contractor will include a one day site walk after the piles are all removed to pick up visible tires or portions of tires at the site. The final day site walk-pick up will be the last task for the contractor at each site. The AGENCY may conduct a final site inspection to approve completion of the site cleanup.

CONTENTS OF THE TECHNICAL PROPOSAL: The Technical Proposal must contain a comprehensive description of services including the following elements:

1. Project Approach/Methodology (Maximum 15 points)

Include a complete description of the Consultant's proposed approach and methodology for the project. This section should convey Consultants understanding of the proposed project.

2. Work Plan (Maximum 35 points)

Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of AGENCY staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

3. Project Schedule (Maximum 10 points)

Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided. The schedule will include the time required to obtain additional permits, if any are required for the proposed tire disposal, recycling, or reuse process. The schedule will include a consultation period with Ecology for review and approval of the proposed final disposition. Operating under extended operating hours (7 days a week or more than 8 hours a day) would need to be approved by the local community and property owner. The bidders are not required to propose a schedule that extends to June 2009, an earlier completion date is encouraged.

4. Deliverables (Maximum 10 points)

Fully describe deliverables to be submitted under the proposed contract. At a minimum, deliverables will include copies of completed permits, if required, for tire processing and disposal activities, copies of tare receipts at final tire destinations, and progress reporting. In order to receive payment on the awarded contract, the contractor must provide receipts showing the weight of tires delivered to the final disposition (scale receipts).

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.

Overall Risk

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

Specific Risks

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

3.3 MANAGEMENT PROPOSAL – Maximum 60 points (SCORED/MANDATORY)**1. Project Team Structure/Internal Controls (Maximum 30 points)**

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 (Maximum 15 points)

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

3. Experience of the Consultant (Maximum 15 points)

Indicate the experience the Consultant and any subcontractors have in tire pile cleanup activities. Including the following areas:

- Managing tire storage facilities.
- Insuring site access control.
- Maintaining a secure site.
- Developing safety plans for tire cleanup operations.
- Tire processing activities.
- Tire recycling, reuse, or disposal.
- Management of Public Works contract.

Indicate other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.

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. Identify the primary staff involved in those contracts. List contract reference numbers, contract period of performance, client contact persons, telephone numbers, and fax numbers/e-mail addresses.

References – Maximum 10 points (SCORED/MANDATORY)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for which work has been accomplished and briefly describe the type of service provided. The Consultant and staff proposed to provide the services must grant permission to the AGENCY to contact references, and others for whom services have been provided. Do not include current AGENCY staff as references.

Related Information (NOT SCORED/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.

OMWBE Certification (NOT SCORED/OPTIONAL)

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

3.4 COST PROPOSAL – Maximum 70 points (SCORED/MANDATORY)

This is a public works contract as defined by RCW 35.23.352 and wage rates will be administered under the conditions in RCW 39.12. The Contractor will meet the wage requirements of the Department of Labor and Industries for Washington (refer to Exhibit C for the website that lists the rates). The awarded contractor will be required to certify that Labor and Industry requirements are being met. Ecology will not make any payments to the contractor until the appropriate forms are filed with the Washington State Department of Labor and Industries.

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

1. Identification of Costs

Identify all costs including expenses for performing the services necessary to accomplish the objectives of the contract. Prevailing Wages are to be the basis for staff wages. The Consultant is to submit a fully detailed budget including fully-burdened staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and

pay Washington State sales tax, if applicable. Ultimately, the contract will be awarded and paid on a price per ton basis (weight receipts will be required). The proposal should provide sufficient detail to justify the proposed costs.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

The unit cost per ton value will reflect all costs anticipated to be incurred. If more than one disposal option is proposed, provide the unit cost for each option in addition to the overall cost per ton.

2. Computation

The Cost Score for each proposal will be assigned based a weighted value of the cost of each proposals compared against the lowest cost bid. The value of the lowest cost proposal will be divided by the value of each proposal. This result will be multiplied by the maximum possible points for the cost section. This value will be the amount of the Cost Score awarded to the proposal.

For example:

- The lowest cost proposal has a value of \$100,000.
- A proposal that has a value of \$125,000 will be divided into the lowest cost value: $100,000/125,000 = 0.8$.
- The maximum score for cost, 70 points, is multiplied by 0.8, providing the Cost Score for the \$125,000 proposal: $70 \times 0.8 = 56$.

3. Bids for Cleanup Phase 2 (NOT SCORED/MANDATORY).

The submitted bid must include a cleanup cost estimate (per ton) for each site listed in Phase 2. Bidders should assume that final disposition of these tires will be similar to what is proposed for the sites identified in Phase 1. Include a list of assumptions used to generate the bids for the sites in Phase 2.

The potential bidders are not required to visit these sites during this RFP. Cleanup work will not start at these sites until the awarded CONTRACTOR and AGENCY representative conduct site visits and identify proposed adjustments based on actual site conditions to the bid proposal estimates.

PHASE 2 SITES – SORTED BY COUNTY

Site Name	City	County	Est Tons
Eastern Washington Sites			
Benton County	Kennewick	Benton	50
Rowe's AW	Chelan	Chelan	50
TC Repair	Dryden	Chelan	50
Colville Confederated Tribes 1	Inchelium	Ferry	50
Port of Kennewick	Kennewick	Franklin	50
Ephrata	Ephrata	Grant	50
Soap Lake site	Soap Lake	Grant	50

Site Name	City	County	50
Osiadacz	Roslyn	Kittitas	50
Moseley Property	Goldendale	Klickitat	50
Tellian Property	Goldendale	Klickitat	50
Windy Brow Ind	Goldendale	Klickitat	50
Woodruff	Wahkiakus	Klickitat	50
Carl's Tire	Wilbur	Lincoln	50
Colville Confederated Tribes 2	Omak	Okanogan	50
Nordhagen	Chattaroy	Spokane	50
Bertram Property	Spokane	Spokane	50
Spokane Co Wrecker	Spokane	Spokane	50
M&R Salvage	Toppenish	Yakima	50
Yakama Nation	Yakima	Yakima	50
Western Washington Sites			
Neah Bay/Clallam Bay	Clallam Bay	Clallam	50
K&B Automotive	Port Angeles	Clallam	50
Midway Metals	Port Angeles	Clallam	50
Zueger Property	Castle Rock	Cowlitz	50
Cowlitz County Mosquito Control	Kelso	Cowlitz	50
Spencer Property	Copalis Beach	Grays Harbor	50
Butchers Scrap	Hoquiam	Grays Harbor	50
Rock Port Auto	Hoquiam	Grays Harbor	50
Dagnen Property	Montesano	Grays Harbor	50
Blue Road	Centralia	Lewis	50
Lyle West	Glenoma	Lewis	50
Sweazy Auto	Mineral	Lewis	50
Fred's Towing	Enumclaw	Pierce	50
Crocker Storage	Orting	Pierce	50
Logan Property	Roy	Pierce	50
Ducolon Property	Tacoma	Pierce	50
Tacoma Fire Dept site	Tacoma	Pierce	50
Erickson Property	Snohomish	Snohomish	50
Eastberry Salvage	Tulalip	Snohomish	50
Snohomish	Snohomish	Snohomish	50
Holman Property	Maytown	Thurston	50
U-Save Auto	Olympia	Thurston	50
Hardwick	Everson	Whatcom	50
Hovander	Ferndale	Whatcom	50
Estimated Total Tons			2,150

3.5 RECYCLING/REUSE PREMIUM – 20 points (SCORED/DESIRED)

An additional 20 points will be allocated to proposals based on non-landfill disposal methods proposed for all or some of the tires. The AGENCY may award all, some, or none of these points based on the proposals received. The AGENCY encourages recycling and reuse of tires where it is possible. These points are intended to offset the higher cost of recycling and reuse

in comparison to a landfill only proposal. Any tire recycling/reuse option must be able to be carried out/completed during the period of performance of this contract.

4. EVALUATION AND CONTRACT AWARD

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

4.1 EVALUATION PROCEDURE

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

4.2 CLARIFICATION OF PROPOSAL

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

4.3 EVALUATION WEIGHTING AND SCORING

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

Technical Proposal – 35%	70 points
Project	15 points (maximum)
Approach/Methodology	35 points (maximum)
Quality of Work Plan	10 points (maximum)
Project Schedule	10 points (maximum)
Project Deliverables	
Management Proposal – 30%	60 points
Project Team Structure/	
Internal Controls/Safety Plan	30 points (maximum)
Staff	15 points (maximum)
Qualifications/Experience	15 points (maximum)
Experience of the Consultant	
Cost Proposal – 35%	70 points
Sub-Total	200 points
Recycling/Reuse Premium (desired)	20 points
References (top-scoring proposer(s) only)	10 points
GRAND TOTAL FOR WRITTEN PROPOSAL	230 points

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

4.4 ORAL PRESENTATIONS MAY BE REQUIRED

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

4.5 NOTIFICATION TO PROPOSERS

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

4.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

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

4.7 PROTEST PROCEDURE

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

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

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

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

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or 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 business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

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

The final determination of the protest shall:

- Find the protest lacking in merit and uphold 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 EXHIBITS

- A. Public Works Contract with General Terms and Conditions
- B. Certifications and Assurances
- C. Washington State Prevailing Wages Rates for Public Works Contracts
- D. Site Tour Driving Directions

EXHIBIT A

PUBLIC WORKS CONTRACT FORMAT
INCLUDING GENERAL TERMS AND CONDITIONS (GT&Cs)

CONTRACT NO.

CONTRACT FOR PUBLIC WORKS
BETWEEN
STATE OF WASHINGTON

AND

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

Contractor Name

Address

City, State, Zip-Code

Phone

Fax

E-mail

Washington State UBI Number Federal ID Number

PURPOSE

The purpose of this contract is to:

SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.
- B. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
- C. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

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

PERIOD OF PERFORMANCE

The period of performance under this contract will be from _____ through _____.

COMPENSATION

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed _____ (\$ _____), inclusive of all costs. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

PREVAILING WAGE

All workers hired to work on this contract shall be paid at prevailing wage rates. The applicable prevailing wage rates are attached to this contract as Exhibit D, and are incorporated into this contract.

BILLING PROCEDURES AND PAYMENT

AGENCY will pay CONTRACTOR upon acceptance of services provided and receipt of properly completed state invoice vouchers (form A19-1A) with backup documentation, which shall be submitted to the Contract Manager not more often than monthly.

AGENCY will only make payments where CONTRACTOR has submitted a Statement of Intent to Pay Prevailing Wage form that has been approved by the Industrial Statistician. AGENCY will not release retainage until all employers have submitted an Affidavit of Wages Paid form that has been certified by the Industrial Statistician.

The invoices shall describe and document, to the AGENCY'S satisfaction, a description of the work performed, the progress of the project, and fees.

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

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

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

AGENCY will withhold ten (10) percent of each payment as retainage. AGENCY will release the retainage upon successful completion of the contract scope of work, and after receipt of the signed Affidavit of Wages Paid.

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.

Contract Manager for CONTRACTOR is:	Contract Manager for AGENCY is:
<i>Contract Mgr Name</i>	<i>Contract Mgr Name</i>
Contractor Name	Agency Name
Address	Address
City, State Zip Code	City, State Zip Code
Phone: () Fax: ()	Phone: () Fax: ()
E-mail address:	E-mail address:

INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract. The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

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

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

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

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

3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

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

ASSURANCES

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

ORDER OF PRECEDENCE

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

- 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. ECY RFP 0720 SWFA incorporated here by reference;
- Exhibit C – Contractor’s Proposal dated ; and
- Exhibit D - Prevailing Wage Rates
- 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 is signed by the persons signing below, who warrant they have the authority to sign the contract.

[CONTRACTOR’S NAME]

[AGENCY NAME]

Signature

Signature

Title

Date

Title

Date

Approved as to form only.
Assistant Attorney General

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

Access to Data

In compliance with RCW 39.29.080, 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.

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 attorney fees and costs.

Confidentiality/Safeguarding of Information

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

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 that was not produced in the performance of this contract.

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

Covenant Against Contingent Fees

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

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

Disallowed Costs

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

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 3 working calendar 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 calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 working calendar 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.

Duplicate Payment

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

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.

“Claim,” as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney’s fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting there from. CONTRACTOR’S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS’ agents, employees, representatives, or any subcontractor or its employees.

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

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the 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 his or her employees or agents performing under this contract are not employees or agents of the AGENCY. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the state of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

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 right 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.

Privacy

Personal information including, but not limited to, "Protected Health Information", collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

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

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 that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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.

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 Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

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

Taxes

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

Termination for Cause

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

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or

cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

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

Termination for Convenience

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

Termination Procedures

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

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

The AGENCY may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability. The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

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

1. 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.
2. 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.
3. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or that results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
4. 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.
5. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

Waiver

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

EXHIBIT B**CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant the AGENCY the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.

Note: If submitted electronically, include the following: On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements.

Signature of Proposer

Title

Date

EXHIBIT C

WASHINGTON STATE PREVAILING WAGES RATES FOR PUBLIC WORKS CONTRACTS

Applicable prevailing wage rate lists are available at the Washington State Department of Labor and Industries (L&I) website. For more information on prevailing wages, contact L&I at 360-902-5335 or visit the L&I website at <http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>.

The L&I prevailing wage rate lists for 2008 are listed below:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/Printable/ByCounty/default.asp>

EXHIBIT D**SITE TOUR DRIVING DIRECTIONS**

A pre-proposal conference and Phase 1 site tour for this RFP is scheduled to be held on November 4, 2008, starting at 9:00 a.m., at the Golden Pheasant Auto Salvage site in Shelton, Washington. Driving directions are provided below, starting from the Ecology office in Lacey.

Site Name	Owner	Address	City	Telephone
Golden Pheasant	Marty Marx	800 W Golden Pheasant Rd	Shelton	360-427-3533
Mason County Salvage	Larry King	1840 W Cloquallum	Shelton	360-426-8626
Shelton Auto Parts	Anna Fornier	1501 W Dayton Airport Rd	Shelton	360-427-5150
All West Coast Auto	Nick Nutu	60 E Anthony	Grapeview	360-429-4979

300 Desmond Dr SE Lacey, WA 98503	
1. Head north on Desmond Dr SE toward Martin Way E	7 ft
2. Turn left at Martin Way E	0.5 mi
3. Turn left to merge onto I-5 S toward Portland	4.5 mi
4. Take exit 104 for US-101 N toward Aberdeen/Port Angeles	0.6 mi
5. Merge onto US-101 W	16.7 mi
6. Take the WA-3 N exit toward Shelton/Bremerton	0.3 mi
7. Turn left at WA-3	0.1 mi
8. Turn left at W Golden Pheasant Rd Destination will be on the right	0.6 mi
23.2 mi – about 29 mins	
800 W Golden Pheasant Rd Shelton, WA 98584	
9. Head north on W Golden Pheasant Rd toward W Thorin Linke Ln	0.6 mi
10. Turn right at W Story Rd	190 ft
11. Continue straight onto WA-3	1.6 mi
12. Turn left at E Bellevue Ave	0.4 mi
13. Turn left at W Lake Blvd	0.8 mi
14. Continue on W Cloquallum Rd Destination will be on the right	2.0 mi
5.4 mi – about 13 mins	
1840 W Cloquallum Rd Shelton, WA 98584	
15. Head east on W Cloquallum Rd toward W Lake Isabella Loop Rd	2.0 mi
16. Continue on W Lake Blvd	0.8 mi
17. Slight left at S Pioneer Way	0.5 mi

18. Continue on S 1st St	0.4 mi
19. Turn left at W Railroad Ave	1.6 mi
20. Turn right onto the US-101 N ramp to Port Angeles	446 ft
21. Merge onto US-101	3.3 mi
22. Turn left at W Dayton Airport Rd Destination will be on the left	1.5 mi
10.1 mi – about 18 mins	
1501 W Dayton Airport Rd Shelton, WA 98584	
23. Head northeast on W Dayton Airport Rd toward W Pine Acres Way	1.5 mi
24. Turn right at US-101	1.6 mi
25. Take the exit toward W Wallace Blvd	0.2 mi
26. Keep right at the fork, follow signs for Shelton/Olympic Hwy N/Wallace Kneeland Blvd and merge onto W Wallace Blvd	0.2 mi
27. Turn right at Olympic Hwy N	1.4 mi
28. Continue on W Alder St	0.5 mi
29. Turn right at N 1st St	344 ft
30. Turn left at E Pine St	0.7 mi
31. Continue on WA-3	7.7 mi
32. Slight left at E Anthony Rd Destination will be on the right	436 ft
14.0 mi – about 26 mins	
60 E Anthony Rd WA 98546	
33. Head south on E Anthony Rd toward WA-3	436 ft
34. Slight right at WA-3	6.8 mi
35. Turn left to stay on WA-3	1.6 mi
36. Continue on E Pine St	299 ft
37. Turn left at N 1st St	0.6 mi
38. Continue on WA-3	2.3 mi
39. Slight left to merge onto US-101	17.1 mi
40. Take the exit onto I-5 N toward Olympia/Seattle	4.9 mi
41. Take exit 109 for Martin Way	0.3 mi
42. Keep right at the fork to continue toward Martin Way E and merge onto Martin Way E	0.4 mi
43. Turn right at Desmond Dr SE Destination will be on the left	7 ft
34.0 mi – about 47 mins	
300 Desmond Dr SE Lacey, WA 98503	