

STATE OF WASHINGTON
Department of Archaeology and Historic Preservation
SOLE SOURCE POSTING

The Department of Archaeology and Historic Preservation (DAHP) intends to award a sole source contract to the Washington Trust for Historic Preservation to provide services for the management and administration of the WA State Main Street program.

The Washington Trust for Historic Preservation is the only statewide non-profit organization dedicated solely to historic preservation. It is the entity that first developed the program before it was transferred to the state of Washington. The Department of Archaeology and Historic Preservation does not have the staff capacity to support the program and therefore uses the Trust as the arm of DAHP to conduct the management and administration. This ranges from coordinating the tax credit program with the Department of Revenue, providing technical assistance on historic preservation standards, general historic preservation expertise, small business assistance, board training, historic preservation architectural guidance, marketing, etc.

The contract will be issued on or about July 1, 2025. The period of performance will be from July 1, 2024 through June 30, 2025. The dollar value is estimated at \$590,000.00.

Historic preservation non-profits organizations or businesses contemplating the above requirements are required to submit capability statements detailing their ability to meet the state's requirements by June 17, 2024. The following information should be included in the capability statements:

- Previous experience managing a statewide Main Street coordinating program in partnership with the Department and the national Main Street Center, a subsidiary of the National Trust for Historic Preservation.
- Staff who have received direct training from the National Main Street Center regarding the Main Street Approach.
- Recognized leadership and experience with historic preservation as an economic development tool.
- Extensive experience providing technical assistance and facilitating strategic plans in order to assist accredited and affiliated downtown organizations with the Main Street Approach's transformation strategies.
- Extensive experience with integrating the Four Points of Main Street's transformation strategy, including economic vitality, design, organization, and promotion.
- Experience managing the statewide business and occupancy tax credit incentive program, including collaborating with the Department of Revenue.
- Experience facilitating the review process for certifying communities pursuant to RCW 43.360.
- Staff that meet professional federal historic preservation standards.

In the absence of other qualified sources, it is the state's intent to make a sole source award of the contract.

To submit capability statements or for questions, contact:

Contact Name: Allyson Brooks
E-mail: Allyson.brooks@dahp.wa.gov

Sole Source CONTRACT Filing Justification for FY25-MAINST-ADMIN

Use the following justification template for preparing to file sole source contracts in the [Sole Source Contracts Database](#) (SSCD). Once completed, copy and paste the answers into the corresponding SSCD question and answer fields. You will also need to include a copy of this completed form in the documents you post to your agency website and in [WEBS](#).

What is a sole source contract?

"Sole source" means a contractor providing goods or services of such a unique nature or sole availability at the location required that the contractor is clearly and justifiably the only practicable source to provide the goods or services. (RCW 39.26.010)

Unique qualifications or services are those which are highly specialized or one-of-a-kind.

Other factors which may be considered include past performance, cost-effectiveness (learning curve), and/or follow-up nature of the required goods and/or services. Past performance alone does not provide adequate justification for a sole source contract. Time constraints may be considered as a contributing factor in a sole source justification however will not be on its own a sufficient justification.

Why is a sole source justification required?

The State of Washington, by policy and law, believes competition is the best strategy to obtain the best value for the goods and services it purchases, and to ensure that all interested vendors have a fair and transparent opportunity to sell goods and services to the state.

A sole source contract does not benefit from competition. Thus the state, through RCW 39.26.010, has determined it is important to evaluate whether the conditions, costs and risks related to the proposal of a sole source contract truly outweigh forgoing the benefits of a competitive contract.

Providing compelling answers to the following questions will facilitate the evaluation.

Specific Problem or Need

- **What is the business need or problem that requires this contract?**

When the legislature moved the Main Street program to DAHP in 2010 they did not provide the agency with the needed 2.5 FTEs to administer the program. At the time there were only 12 Main Streets. Now there are 65. DAHP does not have the staff with specialized expertise to manage and administer this complicated program. The agency has been using the Washington Trust for Historic Preservation, the only statewide historic preservation non-profit, in order

to leverage their unique skills to manage the program. The program actually originated at the Washington Trust for Historic Preservation, therefore it makes sense for the Trust to administer the program on behalf of DAHP. The program services 65 rural Main Streets, which in 2019 represented 6,850 small businesses, over 65,000 employees, and \$9.7 billion in revenue. It is a critical small business program for rural Washington communities that combines historic preservation and economic development. All 65 Main Streets have a historic district or historic buildings that are a critical component to their character which serves as a foundation for economic development, place-making, and sense of community.

Sole Source Criteria

- **Describe the unique features, qualifications, abilities or expertise of the contractor proposed for this sole source contract.**

The Washington Trust for Historic Preservation (WTHP) is the only statewide non-profit historic preservation organization. The Main Street program is an economic development program for small business using historic preservation as the tool for marketing and community character. There is no other organization in the state with the expertise in historic preservation as the WTHP. Also, the program originated with the WTHP before it was moved to the state. As DAHP does not have the staff to administer the program it only makes sense to have WTHP managed the program for them.

- **What kind of market research did the agency conduct to conclude that alternative sources were inappropriate or unavailable? Provide a narrative description of the agency's due diligence in determining the basis for the sole source contract, including methods used by the agency to conduct a review of available sources such as researching trade publications, industry newsletters and the internet; contacting similar service providers; and reviewing statewide pricing trends and/or agreements. Include a list of businesses contacted (if you state that no other businesses were contacted, explain why not), date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of why the agency has determined that no businesses other than the prospective contractor can perform the contract.**

The Washington Trust for Historic Preservation is the only statewide historic

preservation non-profit with expertise in historic preservation. We are a niche field. There are local preservation organizations but none that are statewide and can manage a state program utilizing the highly specialized Main Street Approach. Statewide coordinating entities exist in most states, but are specific to their state jurisdictions.

- **What considerations were given to providing opportunities in this contract for small business, including but not limited to unbundling the goods and/or services acquired.**

This is not a small business issue. The sole source contract is with a non-profit organization.

- **Provide a detailed and compelling description that includes quantification of the costs and risks mitigated by contracting with this contractor (i.e. learning curve, follow-up nature).**

The program originated with the Washington Trust for Historic Preservation and they have the necessary expert staff. Further, they have managed the program since 2010 and therefore there is no learning curve. They also have experience coordinating with the Department of Revenue on the Business & Occupant (B&O) Main Street Tax Credit Program. The current statewide Main Street program coordinator has been recognized by the National Main Street Center for her exemplary leadership. Hers and the Washington Trust for Historic Preservation's leadership is unrivaled in the country, let alone the State of Washington. For another organization or entity to take on management would require a very steep learning curve with specialized experience and would require years **if** not decades to reach the level of success we have had with the program in Washington State.

- **Is the agency proposing this sole source contract because of special circumstances such as confidential investigations, copyright restrictions, etc.? If so, please describe.**

Yes. There is only one historic preservation non-profit in the state. There is only with the required expertise in combining historic preservation and economic development.

- **Is the agency proposing this sole source contract because of unavoidable, critical time delays or issues that prevented the agency from completing this acquisition using a competitive process? If so, please describe. For example, if time constraints are applicable, identify when the agency was on notice of the need for the goods and/or service, the entity that imposed the constraints, explain the authority of that entity to impose them, and provide the timelines within which work must be accomplished.**

Not Applicable.

- **Is the agency proposing this sole source contract because of a geographic limitation? If the proposed contractor is the only source available in the geographical area, state the basis for this conclusion and the rationale for limiting the size of the geographical area selected.**

Yes. DAHP only has 20 staff made up of archaeologists and built environment specialists. We do not have the staff availability to cover 65 Main Streets from Aberdeen to Colfax and from Bellingham to Stevenson.

- **What are the consequences of not having this sole source filing approved? Describe in detail the impact to the agency and to services it provides if this sole source filing is not approved.**

The Main Street program **will** cease to exist due to staffing limitations and lack of expertise in any other state agency.

Sole Source Posting

- **Sole Source Posting on Agency Website – Provide the date in which the sole source posting, the draft contract and a copy of the Sole Source Contract Justification Template were published on your agency’s website.**
- **Provide the date in which the sole source posting, the draft contract, and a copy of the Sole Source Contract Justification Template were published in WEBS.**
 - If exempt from posting in WEBS, please provide which exemption.
 - If failed to post, please explain why.
- **Were responses received to the sole source posting in WEBS?**

- If one or more responses are received, list name of entities responding and explain how the agency concluded the contract is appropriate for sole source award.

Reasonableness of Cost

Since competition was not used as the means for procurement, how did the agency conclude that the costs, fees, or rates negotiated are fair and reasonable? Please make a comparison with comparable contracts, use the results of a market survey, or employ some other appropriate means calculated to make such a determination.

The legislature provided DAHP \$590,000 to manage the program for FY24. DAHP will retain a small amount for administrative costs internally but is giving the majority of the amount identified in the operating budget to the Washington Trust for Historic Preservation to manage the program. We did not calculate costs as the amount was the decision of the legislature.



Washington State
Department of Archaeology and Historic Preservation

Purchased Services Contract
Terms and Conditions

THIS CONTRACT is made and entered into by and between the Department of Archaeology and Historic Preservation, State of Washington, hereinafter referred to as the "DEPARTMENT" and The Washington Trust for Historic Preservation, hereinafter referred to as the "CONTRACTOR" for the express purposes set forth in the following provisions of this contract.

WHEREAS, the purpose of this contract is to manage and administer the state's Main Street program on behalf of the Department of Archaeology and Historic Preservation by the DEPARTMENT; and

WHEREAS, the DEPARTMENT is authorized under RCW 27.34 to administer identified grant funds; and

WHEREAS, the CONTRACTOR has the time and expertise to perform the services required by this contract; and

WHEREAS, the DEPARTMENT does not have sufficient staffing to perform the services required by this contract. However, the DEPARTMENT does have the funds necessary to support this contract.

NOW THEREFORE, in consideration of the terms and conditions contained herein and incorporated and made a part hereof, the DEPARTMENT and the CONTRACTOR mutually agree as follows:

1. **Scope of Work**

- A. The CONTRACTOR will provide services and staff as set forth in Exhibit A, Scope of Work.
- B. Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the DEPARTMENT and the CONTRACTOR, and specific obligations of both parties.



2. Period of Performance

Subject to other contract provisions, the period of performance under this contract will be from July 1, 2024 through June 30, 2025.

3. Rights and Obligations

All rights and obligations of the parties to this contract shall be subject to and governed by the Terms and Conditions contained in the text of this contract.

4. Compensation and Payment

A. **Amount of Compensation.** Total compensation payable to the CONTRACTOR for satisfactory performance of the work under this contract shall not exceed \$590,000.00. The CONTRACTOR'S compensation for services rendered shall be based on the schedule set forth in Exhibit C, Budget. General fund - state appropriation is the basis for this contract. Should for any reason these funds become withdrawn the contract may be terminated without penalty to the DEPARTMENT.

Any additional services provided by the CONTRACTOR must have prior written approval of the DEPARTMENT.

B. **Time and Method of Payment.** Payment for work performed shall be made based upon monthly progress payments.

Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to the Project Manager by the CONTRACTOR not more often than monthly. The invoices shall describe and document to the DEPARTMENT'S satisfaction, a description of the work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to.

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

The CONTRACTOR shall submit a final request for compensation within thirty (30) days after contract termination.



C. **Travel Reimbursements.** For any expenses or expenditures that pertain to travel, the CONTRACTOR must adhere to Washington State guidelines found on the Office of Financial Management’s website and in accordance with the table below. <https://ofm.wa.gov/accounting/administrative-accounting-resources/travel>

Mileage (Vehicle). Reimbursement shall be for mileage to and from the Contractor’s primary work place.	State OFM- approved Rates
Transportation Costs (fares, parking, tolls, reimbursed with receipt & preauthorization only)	Reimbursed at Cost up to maximum amount allowed under contract.

5. Contract Representatives

A. The DEPARTMENT’S Project Manager on this contract shall be: Allyson Brooks, phone 360-480-6922 and email allyson.brooks@dahp.wa.gov. The Project Manager shall be responsible for monitoring the performance of the CONTRACTOR, the approval of actions by the CONTRACTOR, approval for payment of billings and expenses submitted by the CONTRACTOR, and the acceptance of any reports by the CONTRACTOR.

B. The CONTRACTOR'S representative on this contract shall be Chris Moore, phone 206-930-5067 and email chris@preservewa.org, who will be the contact person for all communications regarding the conduct of work under this contract.

6. Minority and Women Owned Business Provision

In accordance with legislative findings and policies set forth in Chapter 39.19 RCW the GRANTEE is encouraged in the participation and use of Minority and Women’s Business Enterprise firms certified by Office of Minority of Women’s Business Enterprises.

7. Nondiscrimination

A. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

B. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).



C. Default. Notwithstanding any provision to the contrary, DEPARTMENT may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until DEPARTMENT receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DEPARTMENT may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DEPARTMENT shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe DEPARTMENT for default under this provision.

8. Interpretation of Contract

A. **Order of Precedence.** In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Terms and Conditions as contained in this contract
- Exhibit A - Scope of Work
- Exhibit B – Budget
- Exhibit C – Insurance Requirements
- Any other provision, term or material incorporated herein by reference or otherwise incorporated shall be legally binding by this contract.

B. **Entire Agreement.** This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.



- C. **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.

- D. **Approval.** This contract shall be subject to the written approval of the DEPARTMENT'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 executed by the persons signing below who warrant that they have the authority to execute the contract.

DEPARTMENT:
Department of Archaeology and
Historic Preservation

CONTRACTOR:
The Washington Trust for
Historic Preservation

By: Allyson Brooks Ph.D.
Its: Executive Director

By: Chris Moore
Its: Executive Director

Date

Date



Exhibit A Scope of Work

State System & Network

1. Implement the Washington State Main Street Program.
 - a. Implement and assist with program requirements and benefits for members of Washington's Main Street Network.
 - b. Review and improve upon existing application process.
 - c. Administer annual application process for prospective Network members.
 - d. As resources allow, provide staff assistance to network members.
 - e. Serve as liaison between DAHP and network members in implementation and adherence to WAC 25-50.
2. Continue to develop working relationships with, provide assistance to, and monitor Washington's Main Street Network members.
3. Explore the expansion of the Washington Main Street Network through lower tier restructuring/renaming and the potential addition of a tier(s) geared toward the needs and interests of current Affiliates.
4. Implement quarterly and annual reporting process for Main Street Communities, as well as District Trends Survey. Consider updating "measures of success" data collected at the local level to reflect equity and engagement.
5. Assist communities and downtown organizations across the state in understanding and implementing the Main Street Approach®.
6. Provide monthly reports outlining Main Street activities for DAHP.
7. Annually, WTHP will submit to DAHP statistics, reports, and meeting minutes demonstrating that each participating Main Street community has met the criteria to remain in good standing. If any corrective action was required, WTHP will provide correspondence demonstrating action taken.
8. Develop performance measures for Results DAHP as requested. Report these performance measures at Results DAHP sessions and provide data sets as requested by DAHP.
9. Coordinate with DAHP staff on services to network members, including:
 - a. Helping Washington Main Street Communities move towards designation as a Certified Local Governments.
 - b. Integrating Washington State Historic Preservation Plan strategies and tasks into appropriate Main Street program activities

Main Street Tax Credit Incentive Program

10. Maintain and implement, in conjunction with the Department of Revenue, the Main Street Tax Credit Incentive Program (MSTCIP).
 - a. Implement annual application and reporting process to designate eligible organizations
 - b. Continue to revise and expand statistics tracking for MSTCIP participants.
 - c. Continue to revise and implement reporting requirements and follow-up with MSTCIP participants.
 - d. Provide and update as needed information about the MSTCIP for participants.



Economic Resiliency

11. Serve as a clearinghouse for resources to support small business and community resiliency.
12. Deliver direct community assistance, in partnership with National Main Street Center and other field experts and funders, focused on economic opportunities to support small businesses, microenterprise development, and community resiliency. This may come in the form of individualized consultation, regional planning workshops, statewide trainings, and other resources.
13. Deliver direct economic development training to network members' volunteers and staff to further their proficiency as local leaders in economic and community resiliency.
14. Collect, curate, and create economic opportunity information and tools for Main Street organizations to employ for use by small business owners individually and for commercial districts collectively.
15. Participate in the National Main Street Center's Equitable Entrepreneurial Ecosystem pilot program and pursue implementation funding and partnerships to benefit local participants.

Local Capacity Building

16. Continue to develop and implement capacity building services, which may include board development, hiring assistance, new director orientation, fundraising plans, and ongoing support. Services may be delivered directly by Washington Main Street staff and/or through contractors.
17. Partner with National Main Street Center and other field experts to offer bi-annual on-site progress visits to as many Main Street Communities as possible, with an emphasis on organizational development, leadership coaching, and community engagement.
18. Offer in-depth planning support focused on strategy identification, market analysis, placemaking, or other topics as requested by network members. These services will be offered through an application-based process as resources allow and may be delivered by Washington Main Street staff and/or through contractors.

Education and Outreach

19. Plan and implement the PLACES conference: Washington State's Conference on Historic Preservation, Placemaking & Economic Vitality (in accordance with public health guidance).
20. Plan, organize and administer the annual Excellence on Main awards.
21. Organize annually three (3) Main Street Leadership meetings & trainings/workshops around the state.
 - a. 2024 summer meeting in Centralia
 - a. 2025 winter meeting in/near Olympia
 - b. 2025 spring meeting (location TBD)
22. Cull and create Main Street best practices, case studies, training videos, and relevant research and/or data toward the creation of a resource library available to all network members.



23. Organize Main Street 101 training and application workshops around the state and/or virtually as needs arise and resources allow.
24. Host Main Street Week, virtually and/or through in-person events around the state, to educate local and statewide partners and stakeholders on the Main Street Approach and impacts.
25. Update, develop and publish Main Street program materials as needed. This includes, but is not limited to:
 - a. Washington Main Street guides and resource library
 - b. Washington Main Street program brochure
 - c. Main Street Tax Credit Incentive Program materials

National Main Street Center

26. Ensure Washington Main Street remains a Coordinating Program member in good standing with the National Main Street Center.
27. Implement a licensing contract with each Nationally Accredited or Affiliated Main Street program as required by the National Main Street Center.
28. Administer annual or bi-annual National Main Street Accreditation program in conjunction with the National Main Street Center requirements.
29. Participate in National Main Street Coordinating Partner meetings as resources allow.

Other

30. Participate in local, state and national training and conference opportunities as funding allows.
31. Continue to develop a strategic vision for the statewide program, including diversification of resources and services.
32. Continue to develop information and materials for the Washington Trust for Historic Preservation's Washington Main Street website page and social media outlets.
33. Continue to explore opportunities and develop key partnerships with the National Main Street Center as well as other organizations, academic institutions and local, state and federal agencies to support Washington Main Street.



Exhibit B
Budget

GOODS & SERVICES

Goods & Services	State Dollars	Hard Match	Soft Match	Total
Goods & Services	\$550,000			\$550,000

TRAVEL

Travel	State Dollars	Hard Match	Soft Match	Total
Travel	\$40,000			\$40,000

	State Dollars	Hard Match	Soft Match	Total Project Cost – 100%
<i>Total Funding Request:</i>	\$590,000			\$590,000



Exhibit C
Insurance Requirements

1. **INSURANCE OBLIGATION.** During the Term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYER'S LIABILITY (STOP GAP) INSURANCE.** Employer's liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Contract, with limits of not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of



Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Contract Insurance Certificate
Contract No. FY25-MAINST-ADMIN

Washington Dept. of Archaeology & Historic Preservation
Attn: Marivic Quintanilla
PO Box 48343
Olympia, WA 98504-8343

Email: contracts@dahp.wa.gov
Note: For Email notice, the Email Subject line must state:
Contract Insurance Certificate:
Contract No. FY25-MAINST-ADMIN

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.



6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

