



**WASHINGTON STATE PARKS AND RECREATION COMMISSION  
OLYMPIA, WASHINGTON**

**REQUEST FOR PROPOSALS  
RFP 325-179**

**PROJECT TITLE: Ike Kinswa State Park Food and Beverage Concession**

**PROPOSAL DUE DATE: Tuesday, January 30, 2024, by 1:00PM PST**

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**ELECTRONIC BID RESPONSES ONLY: Bid responses will only be accepted electronically via Email/Email Attachment to [BidBox@parks.wa.gov](mailto:BidBox@parks.wa.gov). (PDF scan encouraged). See Section 2.3 – Submission of Responses for expanded details.**

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Procurement Coordinator: **Manuel Iglesias**

Email Inquiries to: [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov)

*EXPECTED TIME PERIOD FOR CONTRACT: The contract period will be for up to five years with the possibility of one additional five-year extension.*

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

**AVAILABILITY OF DOCUMENTS:** The RFP, along with any amendments and bid results will be available only through WEBS (Washington's Electronic Business Solution). For more information, go to:

<https://fortress.wa.gov/ga/webs/>

**SPECIAL NOTE:** The U.S. Department of Defense funds a resource group generically called the Procurement Technical Assistance Center (PTAC), which has multiple offices across the country. While these Centers do not speak for or supersede the competition document, the Centers can help a qualifying business in understanding and navigating the competition. Per WA-PTAC: "No cost, confidential, one-on-one technical assistance in all aspects of selling to federal, state, and local governments. We have eight locations across Washington State assisting small businesses with marketing to the government, solicitations, drawings, and other areas relating to government selling." Link:

[Washington PTAC - PTAC - Washington State Procurement Technical Assistance Center](#)

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# 1 INTRODUCTION

## 1.1 PURPOSE AND BACKGROUND

RCW 79A.05.030 authorizes the Washington State Parks and Recreation Commission (State Parks) to grant concessions in its state parks and parkways and set the terms of the Concession. Under the authority of RCW 79A.05.030 State Parks may directly negotiate and enter into agreements. While competition is not required it is also not prohibited and State Parks is choosing to perform a competition to help determine which Concessionaire (a.k.a. Contractor) is worthy of the grant and in the best interest of State Parks.

The purpose State Parks grants this concession agreement is to provide quality services, programs, and facilities that enhance the convenience, enjoyment, education, and recreational experiences of State Parks visitors.

It is State Parks' expectation that this competition will result in a concession grant contract with a Bidder that meets the Objectives herein.

To the extent reasonable, State Parks intends to include qualified firms with expertise in the category of work that are certified diverse businesses. Diverse businesses are defined as; small business, microbusiness, mini-business, minority owned business (MBE), and women owned business (WBE), as defined in RCW 39.26.010 and veteran-owned businesses as defined in RCW 43.60A.010.

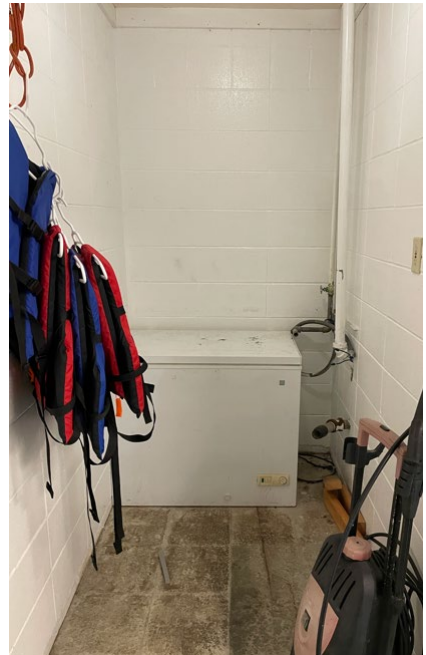
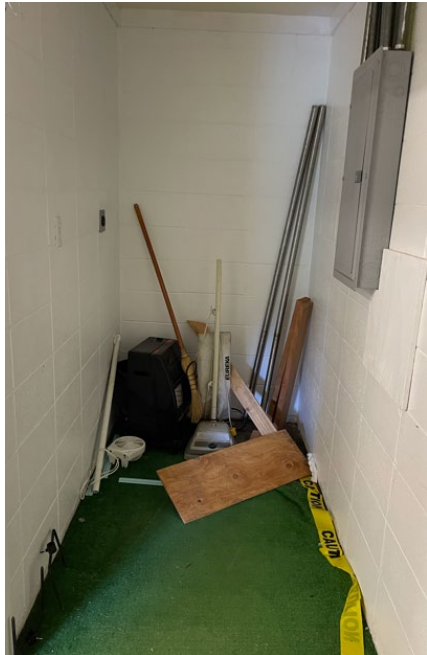
All submitting firms are encouraged to register in Washington's Electronic Business Solution Application (WEBS) at:

<http://www.des.wa.gov/services/ContractingPurchasing/Business/BidOpportunities/Pages/bidNotification.aspx>. WEBS is the system of record for this competition.

## 1.2 OBJECTIVE

The project seeks a food and beverage vendor at Ike Kinswa State Park. The location of the vendor will be in the Concession Building which is in the day-use area overlooking the swim beach. The contract period will be for up to five years with the possibility of one additional 5-year term. This concession should provide a variety of food and beverage items as well as candy, ice cream, beach appropriate toys and other necessities

The interior space is approximately 420 square feet and includes lots of counter space and under counter storage. It has one large roll-up service window to serve customers. There are two chest freezers, a refrigerator/freezer, and a soft drink cooler inside for concessionaire use. There are two narrow storage areas in the rear.



### 1.3 MINIMUM QUALIFICATIONS

REQUIRED: The awarded Bidder/Contractor must be licensed to do business in the state of Washington.

Vendor must be able to provide services at the park per the schedule below:

Weekends only in May and September

Daily Starting Memorial Day Weekend through Labor Day.

Exact schedule is negotiable, but core hours should be 10 am. to 6 pm.

Attendance for the park for the last two seasons was as follows:

	2023	2022	2021
May	6,927*	12,100	19,600
June	8,736	23,000	34,600
July	22,282	42,300	41,300
August	36,800	39,200	35,600

\* Low Attendance in 2023 was due to the campground being closed through July 15, 2023.

Bidders, who cannot meet the minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

### 1.4 PERIOD OF PERFORMANCE

The period of performance of any contract(s) resulting from this RFP is tentatively scheduled to begin in May of 2024 and shall have a duration of up to five (5) years. Thereafter, via mutual negotiation, State Parks and the Contractor **may** extend the contract for an additional five years or in parts thereof.

### DEFINITIONS

Definitions for the purposes of this RFP include:

**Bidder.** Means an individual or entity who submits a bid, quotation, or proposal in response to a solicitation issued for such goods or services by the department or an agency of Washington state government.

**Concession or Concession Grant.** The purpose of the State Parks concession grant is to provide quality services, programs, and facilities that enhance the convenience, enjoyment, education, and recreational experiences of State Parks visitors.

**Contractor.** Individual or company whose proposal has been accepted by State Parks and is awarded a fully executed, written contract. A contractor may also be called a Concessionaire.

**Proposal.** A formal offer submitted in response to this solicitation. May also be called a “bid”, “bid response”, or quote.

**Request for Proposals (RFP).** Formal procurement document in which services needed are identified and firms are invited to provide their qualifications and responses to provide the services and their hourly rates. It may also be called a competition or competition document.

**State Parks.** Washington State Parks and Recreation Commission (**WSPRC**) is the agency of the state of Washington that is issuing this RFP.

**Submittal:** Are materials, documents, information, etc., that is required to be returned as your bid response.

**WEBS.** Washington’s Electronic Business Solution is the state’s bid notification system and is required for competitions falling under RCW 39.26 and encouraged for competitions falling under other procurement authority. The system offers one online site where Bidders can register to receive government bid notifications. Governmental buyers will be able to go to the same site to post bidding opportunities and amendments. For further information, please contact the WEBS Customer Service Help Desk at 360-902-7400 or [webcustomerservice@des.wa.gov](mailto:webcustomerservice@des.wa.gov).

## **1.5 SMALL AND DIVERSE BUSINESS PARTICIPATION.**

State Parks strongly encourages the participation of minority and women-owned businesses, Veteran owned businesses and small businesses, as prime Consultants or Subconsultants.

If you are a small business that needs assistance responding to this solicitation, help is available. Please visit OMWBE Small Business Assistance at <https://omwbe.wa.gov/small-business-assistance> to see the services offered. The Washington Procurement Technical Assistance Center (PTAC) is also available with no cost, confidential technical assistance for small businesses doing business with the state government.

### **Minority and Women-Owned Businesses**

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State 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 Subconsultant basis. Bidders may go to <https://omwbe.wa.gov/directory-certified-businesses> to obtain information on certified firms

## 2 GENERAL INFORMATION FOR BIDDERS

### 2.1 RFP COORDINATOR & COMMUNICATION INSTRUCTIONS

The RFP Coordinator is the sole point of contact in State Parks for this procurement. All communication between the Bidder and State Parks shall be with the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Bidder. Bidders may only rely on the RFP Coordinator's written statements that are also posted on the state's bid notification system, the Washington Electronic Business solutions (WEBS). Any other communication, verbal or written, will be considered unofficial and non-binding on State Parks.

The RFP Coordinator for this competition is:

Name	Manuel Iglesias
Mailing Address	PO Box 42650, Olympia, WA 98504-2650
Street Address	OR 1111 Israel Road SW, Tumwater, WA 98501-6512
E-Mail Address	<a href="mailto:contracts@parks.wa.gov">contracts@parks.wa.gov</a> Please also include the name of the Procurement Coordinator in the body of the email.

- a. **Communication Point of Contact:** [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov). Subject line must include **325-179** This alpha-numeric identifier is used as "the search term." Failure to use the proper subject line means your communication may not be recognized by State Parks. It is your responsibility to follow solicitation/competition rules.

*DO NOT contact other State Parks personnel* regarding this opportunity; State Parks will likely DISQUALIFY the bid from your firm. Only contact the RFP Coordinator at [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov). Please also include the name of the Procurement Coordinator in the body of the email.

i. **Prebid Conference:**

Bidders are invited to attend a prebid conference where the Bidder may ask questions, seek clarifications, and request changes to the competition document.

The Prebid conference meeting will be conducted virtually via Microsoft TEAMS. Bidders interested in joining the prebid conference must RSVP to [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov) no later than **Tuesday, December 19, 2023**. The email subject line must include **325-179 RSVP**.

The following day we will send out a meeting request (with hyperlink) to the email address that you used to RSVP. Attendees should not display video and keep their microphone muted if not talking. Prebid Conference date: **Thursday, December 21, 2023, 10:00 – 10:30 AM.**

Only State Parks responses posted on Washington Electronic Business Solutions (WEBS) are deemed official. All other State Parks communication whether it be verbal or in writing is deemed unofficial and nonbinding.

If for some reason this conference fails, if you were unable to ask a question, or if you want to ask a question, simply send in the question before 3PM (Pacific local time) the same day. State Parks will review the questions and using our discretion, responses if any, will be posted on WEBS (State of Washington's bid notification system).

State Parks accepts no responsibility for the quality of the prebid conference, technological difficulties, or failure to participate in the conference.

**ii. Question Period:**

1. Starts: See Section 2.2 Schedule of Procurement Activities
2. Due: See Section 2.2 Schedule of Procurement Activities
3. Send Questions to: [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov).
4. Subject line must include **"325-179 Question"**
5. Responses, if any, will be posted on WEBS (WA's bid notification system).

**iii. Complaint Period:**

**NOTE: Complaints received before the start date and after the due date will be disqualified and found to have no merit.**

1. Starts: See Section 2.2 Schedule of Procurement Activities
2. Due: See Section 2.2 Schedule of Procurement Activities
3. Send Complaints to: [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov).
4. Subject line must include **"325-179 Complaint"**
5. Responses, if any, will be posted on WEBS (State of Washington's bid notification system).

*(Bidders should consider addressing any concerns during the Question period prior to using the Complaint process)*

Bidders submitting complaints shall follow the procedures described in this section. Complaints that do not follow these procedures shall not be considered.

All complaints must be in writing and sent to the Procurement Coordinator before the deadline, to the email address, and using the proper subject line.

The complaint must state the basis for the complaint and a proposed remedy.



Only complaints that fall into the categories below and stipulate an issue of fact shall be considered:

- The solicitation unnecessarily restricts competition;
- The solicitation evaluation or scoring is unfair or flawed; or
- The solicitation requirements are inadequate or insufficient to prepare a response.

**PAGE LIMITATION:** WSPRC does not currently mandate any page limitation. However, Complaints must be succinct, organized, logical, and professional. Complaints that do not clearly fall into one of the three categories above, or, that are rants, attacks, contain disparaging remarks, includes multiple attachments or references to other material (document dumping, document overload), or any Complaint submission that appears to require the reader to weigh through voluminous amounts of material to verify the argument being made or piece together voluminous amounts of material to decipher the argument being made WILL BE administratively rejected by the Procurement Coordinator who will notify the Complaining Party that the communication received by WSPRC purporting to be a Complaint did not follow procedure and is therefore found to have no merit and will have no opportunity to cure and resubmit. Keep it succinct, organized, logical, and professional.

**REVIEW BY STATE PARKS:** The purpose of a complaint review is to give enhanced consideration to the argument being made by the complaining party and the agency's need to meet the mission of State Parks. Complaints will be reviewed by a State Parks manager who is not involved with this action and who will determine if State Parks needs reasonably requires the methodology employed. When a decision is reached, a response will be sent to the complaining party.

## 2.2 SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications and Quotations	<b>12/04/2023</b>
Prebid RSVP	<b>12/19/2023 COB</b>
Prebid Conference	<b>12/21/2023 10-10:30AM</b>
Question period  <i>(see Section 2.1, a, i – Question Period)</i>	Start: <b>12/04/2023</b> Due: <b>01/16/2024</b>
Responses to Questions (if any) <i>(Responses may be posted on WEBS)</i>	Anticipate <b>12/04/2023 – 01/16/2024</b>
Complaint Period  <i>(see Section 2.1, a, ii – Complaint Period)</i>  <i>(Bidders should consider addressing any concerns during the Question period prior to using the Complaint process)</i>	Start: <b>01/16/2024</b> Due: <b>01/22/2024</b>
Issue addendum to RFP (if applicable)	Any time before the due date
<b>Proposals due date (deadline)</b>  • <b>See also Section 2.3 Submission of Proposals</b>	<b>01/30/2024 1:00PM</b>
Evaluate proposals	Anticipate one to two weeks
Announce Apparent Successful Bidder (ASB) and send notification via e-mail to proposers (bidders)	Following the evaluation
Hold debriefing conferences (if requested)  <i>(See Section 4.6 – Debriefs)</i>	Following the Announcement of the ASB
Protests (if filed)  <i>(See Section 4.7 – Protests)</i>	Following the Debriefs
Award Contract	Following Debriefs and Protests

State Parks reserves the right to revise the above schedule.

## 2.3 SUBMISSION OF PROPOSALS

**Responses are due on: See Face-page for exact details**

Washington State enacted law allowing for electronic alternatives to pen-to-paper wet-ink signature on hardcopy documents, meaning if WSPRC agrees to alternatives other than wet-ink signature (pen-to-paper) on hardcopy documents, these alternatives may be accepted by WSPRC and are legally binding. See RCW 1.80.

For purposes of this competition document, WSPRC is accepting a PDF scan (or similar representation) of the Bidder's wet-ink signature when and where a signature is required.

For clarity: Print out the competition document, review it, include any other required document(s), complete where necessary, sign where you need to sign with a pen onto the paper, when you believe your bid response is ready to be submitted to WSPRC, scan it as a PDF file, review the PDF file one last time, and then attach the PDF file to your business email and send it to WSPRC.

It is WSPRC's expectation that the Bidder's bid response email will contain an attachment with all of the required documents scanned as a PDF, including any required signatures.

Bidders are required to submit the bid response electronically by email/email attachment to the address below.

Send your bid response to: [BidBox@parks.wa.gov](mailto:BidBox@parks.wa.gov)

- Subject line should include the bid's identification number, "Bid" and Company name.

Example email subject line: 325-179 Bid ACME

Example email subject line: 325-179 Bid John Smith Construction

Example email subject line: 325-179 Bid Microsoft

**CAUTION:** Submit your bid response early as a safeguard against any technological slow-down or delays. Bids received after the deadline for any reason, no matter the cause, regardless of responsibility, will be rejected.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of State Parks and will not be returned.

**VERIFICATION:** Bidders are welcome to contact the State Parks Contracts, Grants, and Procurement team (CGP) to see if your bid response was received, however, this process works best if there's enough time between the date and time submitted and the bid's due date deadline. Bidders should give CGP at least a day to notice your verification request and respond. Send verification requests to:

[contracts@parks.wa.gov](mailto:contracts@parks.wa.gov)

and in the subject line use "VERIFICATION" and the competition's number identifier (see face-page for the competition number).

## **2.4 ALTERATIONS TO WSPRC DOCUMENTS:**

The Bidder understands and agrees that the Bidder shall not alter this document [original competition and any follow-on competition amendments] and if the bid response received by WSPRC materially alters the competition or competition amendments (if any) then the bid response may be disqualified. Whether the alteration is noticed or not noticed by WSPRC, any resulting contract may be cancelled by WSPRC (only WSPRC) and the Bidder/Contractor shall hold WSPRC HARMLESS, SAVE HARMLESS, INDEMNIFY AND DEFEND (AT BIDDERS EXPENSE). Or, WSPRC may allow the contract to continue with the altered portions being ignored in favor of the WSPRC official language. The awarded Bidder/Contractor understands, agrees, and accepts this provision and SHALL hold WSPRC HARMLESS, SAVE HARMLESS, INDEMNIFY AND DEFEND (AT BIDDERS EXPENSE).

## **2.5 UNREQUESTED SUPPLEMENTAL MATERIALS IN BIDDERS BID RESPONSE:**

Unrequested material places doubt whether or not the Bidder is making an exception to the Competition or makes the Bidder's bid response contingent on WSPRC accepting the unrequested material. The Bidder understands and agrees that the Bidder shall not supplement this document [original competition and any follow-on competition amendments] with unrequested materials and if the document received by WSPRC includes unrequested materials it may be disqualified. Whether the supplemental material is noticed or not noticed by WSPRC, any resulting contract may be cancelled by WSPRC (only WSPRC) and the Bidder/Contractor shall hold WSPRC HARMLESS, SAVE HARMLESS, INDEMNIFY AND DEFEND (AT BIDDERS EXPENSE).. Or, WSPRC may allow the contract to continue with the supplemental material being ignored in favor of the WSPRC official language. The awarded Bidder/Contractor understands, agrees, and accepts this provision and SHALL hold WSPRC HARMLESS, SAVE HARMLESS, INDEMNIFY AND DEFEND (AT BIDDERS EXPENSE).

## **2.6 PUBLIC DISCLOSURE/ PROPRIETARY INFORMATION & WAIVER**

Proposals submitted in response to this competitive procurement shall become the property of State Parks. All proposals received shall remain confidential until the Announcement of Apparent successful Bidder (ASB); thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

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

The Bidder will affirm in the Certifications and Assurances (Submittal A) that the bid response does not contain any confidential or proprietary information and that Bidder grants to WSPRC a full and complete Release of Information should the Bid Response contain any Confidential or Proprietary information.

## **2.7 REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be provided through WEBS.

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

## **2.8 ACCEPTANCE PERIOD**

Proposals must provide 90 days for acceptance by State Parks 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.

State Parks also reserves the right in its sole discretion to waive minor administrative irregularities.

## **2.10 MOST FAVORABLE TERMS**

State Parks 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 which the Bidder can propose. State Parks does reserve the right to contact a Bidder for clarification of its proposal.

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

## **2.11 CONTRACT AND GENERAL TERMS & CONDITIONS**

The apparent successful Bidder will be expected to enter into a contract, which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit A. In no event is a Bidder to submit its own standard contract terms and conditions in response to this solicitation.

It is anticipated the first deliverable under the contract will be a scoping plan, which will define the specific services to be provided by the Contractor based upon agreement between State Parks and the Contractor.

## **2.12 COSTS TO PROPOSE**

State Parks will not be liable for any costs incurred by the Bidder 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.

### **2.13 NO OBLIGATION TO CONTRACT**

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

### **2.14 REJECTION OF PROPOSALS**

State Parks 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.

### **2.15 INSURANCE COVERAGE**

Upon State Parks request, the awarded Bidder (Contractor) shall furnish State Parks with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at Contractor's own expense, obtain and keep in force insurance coverage, which 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 State Parks within fifteen (15) days of the contract effective date.

#### **Liability Insurance**

*Commercial General Liability Insurance (CGL):* Contractor shall maintain general liability 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 form 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 insureds (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:

- **Additional Insured.** State Parks, 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.
- **Cancellation.** State Parks 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.
- **Identification.** Policy must reference the state's contract number and the agency name.
- **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 State Parks, 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.
- **Excess Coverage.** By requiring insurance herein, the state does not represent that coverage and 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.

## **Workers' 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.

### **3 PROPOSAL CONTENTS**

Responses should 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 response, but should assist the Bidder in preparing a thorough response.

Items in this section marked “mandatory” must be included as part of the response for the response 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 SUBMITTAL A - BIDDER DECLARATION & CERTIFICATION (MANDATORY)**

The Bidder Declaration & Certification (Submittal A to this RFP) must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship.

##### **3.1.1 WAGE THEFT PREVENTION CERTIFICATION**

Prior to awarding a contract, agencies are required to determine that a bidder is a ‘responsible bidder.’ See RCW 39.26.160(2) & (4). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a bidder/contractor certification that the bidder/contractor has not willfully violated Washington’s wage laws. See Chap. 258, 2017 Laws (enacting SSB 5301).

The Bidder certifies by signing the Declaration and Certification (Submittal A to this RFP) that the Bidder certifies under penalty of perjury under the laws of the state of Washington the following is true and correct: No Wage Violations. This Firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082. any provision of RCW chapters 49.45, 49.48., or 49.52 within the three (3) prior years to the date of this competition’s date of issue.

##### **3.1.2 IN SUPPORT OF WORKERS RIGHTS CERTIFICATION**

Pursuant to the Washington State Governor’s Executive Order 18-03 (dated June 12, 2018), the Washington State Parks and Recreation Commission is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

The Bidder certifies by signing the Declaration and Certification (Submittal A to this RFP) that under penalty of perjury under the laws of the state of



Washington the following is true and correct: No Mandatory Individual Arbitration Clauses and Class or Collective Action Waivers for Employees. This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver.

### 3.1.3 CERTIFICATIONS AND ASSURANCES

The Certifications and Assurances document is incorporated by reference into this Competition and any resulting Award, and/or Contract.

The Bidder certifies by signing the Declaration and Certification (Submittal A to this RFP) that under the penalty of perjury under the laws of the state of Washington that the Bidder makes the certifications and assurances as outlined in the document titled CERT & WAIVER embedded immediately below.



Certification &  
Waiver

### 3.2 QUALIFICATIONS SECTION

The qualifications section of the response must contain information that will demonstrate to the agency the Bidder's understanding of the types of services proposed, the firm's ability to accomplish them, and the ability to meet tight timeframes, etc.

Please submit the following:

#### 3.2.1 SUBMITTAL B - BUSINESS INFORMATION (MANDATORY)

Up to three (3) pages, self-authored.

NOTE: THE BIDDER'S SELF-AUTHORED RESPONSE TO THIS SECTION SHOULD BE SEGMENTED EXACTLY AS SEGMENTED BELOW AND INCLUDE EASY-TO- READ TRANSITIONS. STATE PARKS SUGGESTS THAT THE BIDDER USE 3.2.1.A, 3.2.1.B, 3.2.1C, 3.2.1.D, AND 3.2.1.E. FAILURE BY THE BIDDER TO PROVIDE THIS INFORMATION **MAY** RESULT IN DISQUALIFICATION OR POINTS REDUCTION.

- A. State the name of the company, address, phone number, fax number, e-mail address, legal status of entity (ownership) and year entity was established as it now substantially exists.
- B. State the firm's 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.

- C. State how many employees are with the firm. Name the firm principles and their roles.
- D. State if the Bidder 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 Bidder'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. NOTE: IF THERE IS NO TERMINATION FOR DEFAULT SIMPLY STATE 3.2.1.D: NO TERMINATIONS FOR DEFAULT IN THE PAST FIVE YEARS.
- E. State full details of the terms for default, including the other party's name, address, and phone number. Present the Bidder's position on the matter. State Parks will evaluate the facts and may, at its sole discretion, reject the response on the grounds of the past experience. If no such termination for default has been experienced by the Bidder in the past five years, so indicate. NOTE: IF THERE IS NO TERMINATION FOR DEFAULT SIMPLY STATE 3.2.1.E: NO TERMINATIONS FOR DEFAULT IN THE PAST FIVE YEARS.

### **3.2.2 SUBMITTAL C - BUSINESS PLAN (SCORED)**

Up to six (6) pages, self-authored.

Describe the main purposes or needs to be served by the concession, the bidder's concepts for providing that service, and the rationale for why the concept(s) will be successful. The amount of written detail to be provided is left to the bidder, but bidders are cautioned that evaluators are under no obligation to seek clarification or additional information, and interviews might not be provided to any or all bidders. Failure of the bidder to submit such information may cause an adverse impact on the evaluation of the bidder's proposal.

### **3.2.3 SUBMITTAL D - EXPERIENCE (MANDATORY)**

Up to three (3) pages, self-authored.

The awarded Bidder/Contractor must be licensed to do business in the state of Washington. You may attach copies of licenses or other documents demonstrating compliance.

Bidder, provide a self-authored document explaining how you meet this/these requirements.

### **3.3 SUBMITTAL E - REFERENCE (MANDATORY)**

NOTE: THE BIDDER'S SELF-AUTHORED REFERENCE RESPONSE MUST BE LEGIBLE AND MEET THE CONDITION IMMEDIATELY BELOW.

List names, addresses, telephone numbers, fax numbers and e-mail addresses of three references for whom work has been accomplished and briefly describe the type of service provided for them. By submitting a proposal in response to this Competition, the Bidder grants permission to State Parks to contact these references and others, who from State Parks' perspective, may have pertinent information. State Parks may or may not, at State Parks' discretion, contact references. **Do not include current State Parks staff as references.**

References: WSPRC reserves the right to not check references. WSPRC also reserves the right to request additional references if determined as necessary to evaluate the bidder.

### **3.4 SUBMITTAL F – OMWBE/VETERAN OWNED BUSINESSES CERTIFICATION (SCORED)**

State Parks, in accordance with Washington law, encourage small and diverse businesses to compete for and participate in state procurements as contractors and subcontractors to awarded bidders.

Please include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises, Washington State Certified Small Business, and/or Certified Veteran-Owned Businesses. Alternatively, if you are a small business registered in Washington's Electronic Business Solution (WEBS), we will verify your registration to determine your eligibility.

### **3.5 SUBMITTAL G - QUOTATIONS SECTION (SCORED)**

Submit the Quotation Form (Submittal G to this RFP). It must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship.

WA State SALES TAX: Awarded Bidders/Contractors are required to collect and pay Washington State taxes as applicable.

WA State LEASEHOLD TAX: **The leasehold excise tax applies in lieu of county property tax when persons or businesses lease or occupy publicly-owned real or personal property. Public property is property owned by the federal government, state of Washington, counties, school districts and other municipal corporations.**

Link: <https://dor.wa.gov/taxes-rates/other-taxes/leasehold-excise-tax>

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

## 4 EVALUATION AND CONTRACT AWARD

### 4.1 EVALUATION PROCEDURE

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

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

The evaluation criteria is combined with and integrated into the Checklist (Matrix) in section 4.3 EVALUATION, SCORING METHOD, VALUES AND PAGE LIMIT below.

The Checklist Matrix in section 4.3 reflects all submittals required to be present in the Bidder's bid response. It details whether pass/fail, scored, or a combination, the specific predetermined criteria and values system, the submittal form (if any), and section reference. Some submittals are evaluated as pass/fail or scored either by a scoring evaluator or scoring team or predetermined method, and a few submittals are optional or informational.

Pass/Fail: Some submittals are scored pass/fail. If a Bidder's bid submittal is scored a "fail" it will be disqualified from further evaluation and receiving an award/contract.

Point Scored: See Checklist (Matrix) for an individual Submittal breakdown of points.

General Evaluation Continuum: State Parks will use the following as general guidance and the specific criteria detailed in the Checklist (Matrix) in determining scores.

<b>General Evaluation Continuum</b>					
Bidder demonstrates renowned experience and/or the least or no risk, and/or ideal fit for what is being sought by State Parks  (most points)	Bidder demonstrates considerable experience, and/or some minor risk, and/or a close but not ideal fit for what is being sought by State Parks.	Bidder demonstrates solid experience, and/or mild risk, and/or fair fit for what is being sought by State Parks.	Bidder demonstrates adequate experience, and/or medium risk, and/or mediocre fit for what is being sought by State Parks.	Bidder demonstrates limited experience, and/or high risk, and/or poor fit for what is being sought by State Parks.  (low points)	Bidder demonstrates no experience, and/or grave risk, and/or a bad fit for what is being sought by State Parks  (no points)

**4.2 CLARIFICATION OF PROPOSAL**

The RFP Coordinator may contact the Bidder for clarification of any portion of the Bidder’s proposal.

**4.3 EVALUATION, SCORING METHOD, VALUES AND PAGE LIMIT**

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

#	Submittal	Method	Form Provided	Page Limit	What is of value to State Parks (SP)	Reference Section
A	Bidder Declaration & Certification  - 3.1.1 - 3.1.2 - 3.1.3	P/F	Yes	N/A	Signed and included.	3.1
B	Qualifications - <i>Business Information</i>  QUESTIONS:  - 3.2.1 A - 3.2.1.B - 3.2.1.C - 3.2.1.D - 3.2.1.E	P/F	No; self-authored by the Bidder	Up to 3 Pages	Information complete enough for SP to understand who you are, help SP research and investigate your firm for responsiveness.	3.2.1
C	Qualifications - <i>Business Plan</i>	Scored: up to 20 points	No; self-authored by the Bidder	Up to 6 Pages	SP is looking for a plan that demonstrates a robust knowledge, capability, and wherewithal to carry out the contract and serve park patrons.  SP will be looking for the Bidder's candor and well-thought-out detail versus what appears to be an inflated and unrealistic set of promise.	3.2.2

#	Submittal	Method	Form Provided	Page Limit	What is of value to State Parks (SP)	Reference Section
D	Qualifications - Experience	P/F	No; self-authored by the Bidder	Up to 3 Pages. Bidder may attach proving documents such as copies of licenses, etc.	Submittal must clearly demonstrate that the Bidder is licensed to do business in the state of Washington and has at least one (1) year experience in activity sought by this competition.	3.2.3
E	References	P/F	No; self-authored by the Bidder	1 Page Approx.	SP is looking for references that know and/or have worked with the Bidder, can vouch for the Bidder's good work acumen and ethic, and would hire and/or work with the Bidder.	3.3
F	OMWBE/Veteran, Small Ownes Business Certification	Scored: 10 points	No; self-authored by the Bidder	Proof of WA-OMWBE, Veteran, Small Certification. If you are a small business registered in Washington's Electronic Business Solution (WEBS), we will verify your registration to determine your eligibility.		3.4
G	Quotation	Scored: 30 points for greatest return and pro rata for remaining Bidders.	Yes	N/A	Greatest return to SP.	3.5

#### **4.4 REJECTED BIDS**

Bids that do not meet the legal and mandatory requirements are deemed nonresponsive and will be rejected. State Parks will notify the Bidder using the email address that is provided by the Bidder in the Bid response. State Parks will share the reason for the rejection. Once the bid is rejected, the bid is not evaluated any further, as such, the bid may contain other disqualifying factors that are unknown to State Parks.

#### **4.5 ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER (ASB)**

Following the bid Evaluation, State Parks will announce the Apparent Successful Bidder (ASB) by email to the email address provided by the Bidder on its Declaration of Certification Submittal. The Announcement of ASB starts a clock and it is the responsibility that the Bidder provide a working email. Make sure the email address is legible; State Parks accepts no responsibility for the Bidder's receipt of the Announcement of ASB.

The announcement is called the Announcement of Apparent Successful Bidder. Notification that a Firm(s) was selected as the ASB simply means that at this point in time WSPRC believes the ASB was the responsive and responsible Bidder offering the best value, but designation as the ASB is not a guarantee of a contract and/or WSPRC Purchase Order, or purchase. WSPRC reserves the right to reevaluate the ASB's bid and determine whether or not the ASB's bid was responsive and responsible and successful as first thought. ASBs are cautioned not to commit funds, resources, and effort prior to receiving an actual executed contract and/or WSPRC Purchase Order. Bidders and ASBs that commit funds, resources, and effort prior to a contract and/or WSPRC Purchase Order do so at its own risk and peril.

#### **4.6 DEBRIEFING OF BIDDERS**

- A. Send Debrief Requests to: [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov).
- B. Subject line must include **"325-179 Debrief"**
- C. Also refer to Section 2.2 - Schedule of Procurement Activities

Following the Announcement of the ASB and upon request, a debriefing conference will be scheduled with an unsuccessful Bidder. **The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the day of the Announcement of Apparent Successful Bidder.** The debriefing will be scheduled by State Parks and it will be likely held within a few days of the Announcement. State Parks will not allow the Bidder to delay the Debriefing conference.

Discussion will be limited to a critique of the requesting Bidder'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 ½ hour.

#### **4.7 PROTEST PROCEDURE**

**NOTE: Protests received before or after the five (5) business day window described below will be disqualified and found to have no merit.**

- A. Send Protest Filings to: [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov)
- B. Subject line must include **"325-179 Protest"**
- C. Also refer to Section 2.2 - Schedule of Procurement Activities

This procedure is available to Bidders who submitted a response to this solicitation document and who have participated in a debriefing conference. **Upon completing the debriefing conference, the Bidder is allowed five (5) business days to file a protest of the acquisition with the RFP Coordinator.** Protests may be submitted by email, but should be followed by the original document.

Bidders 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 Bidders under this procurement.

All protests must be in writing and should be signed by the protesting party or an authorized Agent (a scanned PDF will suffice). 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 conflict of interest on the part of the evaluator
- Errors in computing the score
- Non-compliance with procedures described in the procurement document

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) State Parks' assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be held by State Parks. The State Parks will assign a person who was not involved in the procurement, who will consider the record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

The final determination of the protest shall:

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



If State Parks determines that the protest is without merit, State Parks will enter into a contract with the Apparent Successful Bidder (ASB). If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

**PAGE LIMITATION:** WSPRC does not currently mandate any page limitation. However, the Protest must be succinct, organized, logical, and professional. Protests that do not clearly fall into one of the three categories above, or, that are rants, attacks, contain disparaging remarks, include multiple attachments or references to other material (document dumping, document overload), or any Protest submission that appears to require the reader to weigh through voluminous amounts of material to verify the argument being made or piece together voluminous amounts of material to decipher the argument being made WILL BE administratively rejected by the Procurement Coordinator who will notify the Protesting Party that the communication received by WSPRC purporting to be a Protest did not follow procedure and is therefore found to have no merit and will have no opportunity to cure and resubmit. Keep it succinct, organized, logical, and professional.

**REVIEW OF PROTEST BY STATE PARKS:** The purpose of a Protest review is to give enhanced consideration to the argument being made by the Protesting party and the agency's need to meet the mission of State Parks. Protests will be reviewed by a State Parks manager who is not involved with this action and who will determine if State Parks needs reasonably requires the methodology employed. When a decision is reached, a response will be sent to the protesting party.

## 5 RFP SUBMITTALS SUMMARY

- **Submittal A – Bidder Declaration & Certification (use and submit form below).**
- Submittal B – Business Information (placeholder only, bidder will submit a self-authored document).
- Submittal C – Business Plan (placeholder only, bidder will submit a self-authored document).
- Submittal D – Experience (placeholder only, bidder will submit a self-authored document).
- Submittal E – References (placeholder only, bidder will submit a self-authored document).
- Submittal F – OMWBE, Veteran, Small Business (placeholder only, bidder will submit self-authored document).
- **Submittal G – Quotation (use and submit form below).**

**6 SUBMITTAL A – BIDDER DECLARATION & CERTIFICATION (MANDATORY):**

**Bidder Complete Table Below (be legible)**

<p>Bidder declares under penalty of perjury under the laws of the State of Washington that the Bidder is the Firm's representative and is authorized to bind its Firm, and the information the Bidder provides in its bid response to the Washington State Parks &amp; Recreation Commission (WSPRC) is true and correct, and the Bidder does not take exception to the State's Instructions, Terms &amp; Conditions, and has not altered the WSPRC language which includes, but is not limited to, the Instructions, Terms &amp; Conditions, and certifies that continued compliance with the requirements of the Certifications and Assurances are conditions precedent to the award or continuation of the related contract, has reviewed WA's Prevailing Wage Laws and has accounted for prevailing wage (if any) in its bid response, and also makes this Firm Offer for WSPRC's consideration and acceptance.</p>	
Bidder's Printed Name	
<b>Wet Signature</b> (use blue ink)	
Place of Signature (City & State)	
Date	
Business Name	
Street Address	
City, State, Zip Code PLUS Four (+4)	
Federal Taxpayer ID (do not include if a SSN#)	
WA State UBI #	
WA State payment Statewide Vendor Number (SWV) #	
Bidder's Name	
Bidder's Title	
Bidder's Phone #	
Bidder's Email	

**7 SUBMITTAL G – QUOTATION (PRICE SHEET)**

Guaranteed Minimum Return to State Parks from (select only one method):

**1) Percentage of Gross Sales:** \_\_\_\_\_/percent

(Failure to indicate a percentage will result in disqualification)

NOTE: State Leasehold tax will be additionally charged.

- The leasehold excise tax applies in **lieu of county property tax when persons or businesses lease or occupy publicly-owned real or personal property**. Public property is property owned by the federal government, state of Washington, counties, school districts and other municipal corporations.
- Link: <https://dor.wa.gov/taxes-rates/other-taxes/leasehold-excise-tax>

Person Legally Authorized to Bid:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## **8 EXHIBIT A – SAMPLE CONTRACT**

The sample contract is provided here as an embedded file and may have also been posted on WEBS as a separate file under the name Sample Contract.



Sample Contract