



REQUEST FOR QUALIFICATIONS: RFQ 325-235
PALOUSE TO CASCADES STATE PARK TRAIL – MALDEN TO KENOVA TRAIL
IMPROVEMENTS AND TRESTLE REPAIRS

BRIEF DESCRIPTION: The purpose of this Professional Services Request for Qualifications (RFQ) is to select a consultant for trail improvements and trestle repairs for an approximate 5-mile trail section located between Malden and Kenova. Three trestles located along this section of trail burned during the Babb Road fire in 2020. This effort will consist of evaluating the three trestles, preparing construction cost estimates for both a renovation and a replacement for the trestles, developing construction documents for either the renovation or replacement of the trestles, trailhead development in Kenova, surfacing for the 5 miles of trail, bidding support, and construction administration for the above work.

For a more detailed description of State Parks’ requested services, see Section 1.2 of this RFQ

Bids are due: Tuesday, March 12, 2024, by 1:00PM, local time.

ELECTRONIC BID RESPONSES ONLY: Bid responses will only be accepted electronically via Email/Email Attachment to BidBox@parks.wa.gov. (PDF scan encouraged). See Section 3.1 – Submission of Responses for expanded details.

Procurement Coordinator: Rachel Decker
contracts@parks.wa.gov

Email Inquiries to: contracts@parks.wa.gov

See §2.1 for all materials required to be included with bid submissions.

Consultants are responsible for properly registering in the Washington’s Electronic Business Solutions (WEBS) system, <https://fortress.wa.gov/ga/webs/> and downloading the solicitation document and all appendices and incorporated documents related to this solicitation. Notification of any RFQ addenda, amendments or Consultant’s questions-&-answers will only be provided to those vendors who have registered with WEBS and have downloaded the solicitation from WEBS. Failure to do so may result in a Consultant having incomplete, inaccurate, or otherwise inadequate information.

It is each Consultant’s responsibility to fully read and understand all provisions of this RFQ. If a Consultant does not fully understand any portion of this RFQ, the Consultant should contact the Procurement Coordinator. It is the responsibility of each Consultant to carefully read, understand, and follow all of the instructions contained in this RFQ and all amendments hereto.

WEBS is the system of record for this competition.

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1 SUMMARY OF OPPORTUNITY

1.1 ACQUISITION AUTHORITY

Under the authority granted to the Washington State Parks and Recreation Commission (State Parks) in accordance with Chapter 39.80 RCW, State Parks is seeking a professional services consultant team with expertise in structural and civil design, trailhead design, and trail surfacing, comprehensive design and construction documentation, cost estimation, project management, permitting support, and sustainable materials utilization for replacing three trestles within the designated budget and timeline.

1.2 PROJECT DESCRIPTION

The Palouse to Cascades trail is a 287-mile cross-state trail starting near North Bend and ending at the Idaho border. The trail was previously a railroad corridor known as Milwaukee Road Corridor.

The section of trail for this effort is approximately 5 miles between Malden and Kenova. Three trestles located along this section of trail burned during the Babb Road fire in 2020. This effort will consist of evaluating the three trestles, preparing construction cost estimates for both a renovation and a replacement for the trestles, developing construction documents for either the renovation or replacement of the trestles, trailhead development in Kenova, surfacing for the 5 miles of trail, bidding support, and construction administration for the above work.

Statement of Work

- Design to repair or replace three trestles. Provide cost estimates for repair and replacement as necessary. Once cost estimates have been evaluated by State Parks, a decision will be made to advance drawings for either a renovation or replacement.

| Trestle Name | Latitude | Longitude |
|-------------------------------|---------------|----------------|
| Pine Creek Bridge #4 (EE-112) | 47°13'20.35"N | 117°29'26.56"W |
| Pine Creek Bridge #5 (EE-114) | 47°12'18.35"N | 117°31'0.34"W |
| Pine Creek Bridge #6 (EE-116) | 47°11'54.35"N | 117°31'55.97"W |

- Design a trailhead in the Kenova area. Actual location to be determined.
- Design crushed rock surfacing for five miles of trail, other surfacing can be explored during design if agreed upon by stakeholders.
- Bidding assistance, construction contract administration, and project closeout as required.

The improvements will add a level of confidence to the State Parks system to ensure that the long-distance trails will be operational without having costly repairs due to fire or flooding.

Maximum Allowable Construction Cost

The Maximum Allowable Construction Cost (MACC) is defined as the total sum available to the general contractor for construction purposes, including all alternates. The MACC excludes Washington state sales tax, professional fees, project contingency funds, or other charges that may not be under the scope of the general contractor. The estimated general range for the MACC for this project is \$2,450,000 to \$2,650,000.

SCOPE OF WORK

Design Development

In the Design Development Phase, the consultant shall provide those services necessary to provide drawings and other documents necessary to fix and describe the size and character of the entire project for approval by the agency. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation. The Design Development phase includes the following:

| | |
|--|--|
| Project Administration | Services consisting of design development administrative functions including consultation, meetings and correspondence, and progress design review conferences with user agency. |
| Document Checking | Review and coordination of documents prepared for the project. |
| Permitting Authority Consulting | Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required. |
| Civil/Structural/Site Design | Services consisting of continued development of civil/structural/site schematic design documents. |
| Scheduling | Services consisting of reviewing and updating previously established schedules for the project. |
| Cost Estimating | Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Parametric costs reflect the level of design elements presented in the design development documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist Parks with analyzing scope, schedule and budget options to stay within the MACC. |
| Presentations | Services consisting of appropriate presentation(s) of design development documents by the Consultant to Parks representatives. |

Deliverables:

- One 22"x34" hard copy of the Design Development drawings.
- DD cost estimate.
- Electronic copies of all material.

Construction Documents

In the Construction Documents phase, the consultant shall provide the services necessary to prepare Construction Documents consisting of drawings, specifications, and other documents describing the requirements for construction, bidding and contracting for the construction of the project for approval by Parks from the approved Design Development documents; The Construction Document phase includes the following:

Project Administration

Services consisting of construction documents, administrative functions (including consultation, meetings and correspondence), and progress design review conferences.

Document Checking

Review and coordination of documents prepared for the project.

Permitting Authority Consulting

Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.

Civil/Structural/Site Design

Services consisting of preparation of final civil/structural/site design drawings and specifications based on approved design development documentation required for the project.

Specifications

Services consisting of activities of development and preparation of bidding documents, Conditions of the Contract, Civil specifications, and compilation of the project manual.

Scheduling

Services consisting of reviewing and updating previously established schedules for the project.

Cost Estimating

Services consisting of development of a probable construction cost from quantity surveys and unit costs of construction elements for the project. Parametric costs reflect the level of design elements presented in the Design Development documents, plus appropriate design contingencies. Assist Parks with analyzing scope, schedule and budget options.

Deliverables:

- One 22"x34" hard copy of the drawings at 30% and 60%.
- Outline specifications at 30% and draft specifications at 60%
- One 22"x34" hard copy of the drawings at 100% stamped and signed by the Engineer of Record.
- One hard copy of the 100% specifications stamped and signed by the Engineer of Record.
- Construction Cost Estimates at 30%, 60% and 100%
- Electronic copies of all deliverables.

Bidding

In the Bidding Phase, the consultant, following the agency's approval of the Construction Documents and the most recent statement of probable construction cost, shall provide those services necessary to assist Parks in obtaining bids and in awarding and preparing contracts for construction. The bidding phase includes the following:

Bidding Materials

Services consisting of organizing, coordinating, and handling Bidding documents for reproduction, distribution and retrieval, receipt, and return of document deposits.

Addenda

Services consisting of preparation and distribution of Addenda as may be required during bidding and including supplementary drawings, specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.

Bidding

Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents.

Analysis of Substitutions

Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders prior to receipt of bids.

Bid Evaluation

Services consisting of validation of bids, participation in review of bids and alternates, evaluation of bids, and recommendation on award of contract.

Deliverables:

- Respond to pre-bid questions and maintain a record of responses as directed by Parks
- Preparation of drawings details responses or other documents as required for issuance of addenda by Parks during the bidding period.
- Written documentation regarding evaluation of bids and/or bidder qualifications.

Construction Contract Administration

In the Construction Contract Administration (CA) phase, the consultant shall provide services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction. CA shall include:

Project Administration

Services consisting of construction contract administrative functions including consultation, conferences, communications, and progress reports.

Document Checking

Reviewing and checking of documents (required submittals) prepared for the project.

Construction Administration

Services consisting of processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents. Distribution of submittals to agency, contractor, and field representatives as required. Maintenance of master file of submittals and related communications.

Construction Field Observation

Services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents and preparing related reports and communications. The consultant to chair project meetings.

Documents

Services consisting of preparation, reproduction, and distribution of clarification documents and interpretations in response to requests for clarification by contractors or Parks. Preparation and distribution of weekly meeting minutes to the contractor and Parks. Maintenance of records and coordination of communications relative to requests for clarification or information (RFI). Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted or modified, review of proposals, review and recommend changes in time for substantial completion, assisting in the preparation of modifications of the contracts and coordination of communications, approvals, notifications, and record-keeping relative to changes in the work. Additional fees for changes to the scope of a project shall be negotiated.

Scheduling

Services consisting of monitoring the progress of the contractors relative to established schedules and making status reports to the user agency.

Cost Accounting

Services consisting of maintenance of records of payments on account of the contract and all changes thereto, evaluation of applications for payment and certification thereof, and review and evaluation of cost data submitted by the contractors for work performed.

Project Closeout

Services initiated upon notice from the contractor that the work is sufficiently complete, in accordance with the contract documents, to permit occupancy or utilization for the use for which it is intended, and consisting of a detailed inspection for conformity of the work to the contract documents, issuance of certificate of substantial completion, issuance of a list of remaining work required (punch list), final inspections, receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds, permits, and issuance of final certificate for payment.

Deliverables:

- Contractor progress payments
- Complete records (hard copy and electronic copies) of all documentation submitted by the Contractor
- Complete records (hard copy and electronic copies) of all documentation prepared by the consultant

Preliminary Project Schedule

- Notice to ProceedApril 8, 2024
- 100% DDJune 17, 2024
- 30% CDJuly 29, 2024
- 60% CD's (Permit Submittal)October 28, 2024
- 100% CD'sApril 2025
- BiddingJune 2025
- Contract ExecutionJuly 2025
- Project CompletionJune 2026

Project Assumptions

- All project communication for State Parks will be directed through the Project Manager.
- State Parks will provide the consultant with State Parks standard Division 0 specifications.
- State Parks will provide the consultant with State Parks standard Division 1 specifications as requested for the consultant's use comment and coordination with the consultant's technical sections.
- All documents will be in State Parks' format and specifications will be in CSI format, per Parks' standards.
- Contract documents will be for a competitive bid project delivery.
- The consultant will provide permitting support (technical expertise, supporting graphics, attend presubmittal meeting, etc.) to State Parks in order to obtain environmental permits such as shoreline development permits (including any required mitigation) HPA's, USACE etc. All development permits required outside of the environmental permits will be the responsibility of the consultant.
- State Parks will coordinate and obtain archeological investigations and approvals per EO-21-02 as required for work within park boundaries.
- Design meetings will be conducted via teleconferencing or at the consultant's engineering offices or other mutually agreeable locations.

1.3 MANDATORY QUALIFICATIONS:

The following are mandatory qualifications that the Consultant must satisfy in order to be announced as the Apparent Successful Consultant:

- Consultant must have an active professional license in the state of Washington.
- The Consultant must have at least five (5) years of experience in structure design/permitting, trailhead design, and trail surfacing.
- Consultant must be registered to do business in the state of Washington and must hold a Universal Business Identifier (UBI)
- Consultant is urged to sign up in Washington's Electronic Business System (WEBS), as that is where all documents and addenda will be posted.

1.4 **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.

No preference will be included in the evaluation of bids for the participation of minority and women-owned businesses.

1.5 **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 no later than **Friday, February 09, 2024**. The email subject line must include **325-235 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: **Tuesday, February 13, 2024, 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 are 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.

1.6 **QUESTION PERIOD:**

- Final day for Submitting questions: **Thursday, February 29, 2024, 1:00pm** (Pacific Time Zone, local time)
- Send Questions to: contracts@PARKS.WA.GOV.
- Subject line must include **"325-235 Question."**

1.7 ANSWER PERIOD

- Answer Period will be throughout the bidding period
- Responses will be posted on WEBS (State of Washington’s bid notification system) throughout the Question-and-Answer timeframe.

1.8 COMPLAINT PERIOD:

- Final Date for submitting complaints: **Monday, March 4, 2024**, 1:00pm (Pacific Time Zone, local time)
- Send Complaints to: contracts@PARKS.WA.GOV.
- Subject line must include “**325-235 Complaint.**”
- Responses, if any, will be posted on WEBS (State of Washington’s bid notification system).

Consultants 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.

1.9 PROCUREMENT SCHEDULE:

Consultants must adhere to the following schedule of activities. All times and dates are to be deemed final, unless officially amended by a written amendment posted in WEBS. State Parks requires strict adherence to this schedule:

| Activity | Due Dates | Time |
|--|---------------------------|-------------------|
| Prebid RSVP | 02/09/2024 | COB |
| Prebid Conference | 02/13/2024 | 10:00AM –10:30 AM |
| Question Period | 01/29/2024 – 02/29/2024 | 1:00PM |
| Answer Period | Throughout Bidding Period | 1:00PM |
| Complaint Period Ends | 03/04/2024 | 1:00PM |
| Consultant’s Response – Deadline | 03/12/2024 | 1:00PM |
| Initial Evaluation Period | | To Be Determined |
| Oral Presentations (if needed) | | To Be Determined |
| Notice of Apparent Successful Consultant | | To Be Determined |

2 RESPONSES - REQUIRED CONTENT:

2.1 CHECKLIST OF MANDATORY ITEMS

The following list identifies the content that must be included in each responsible submission.

- **Appendix A, Consultant Profile**
- **Appendix B, Certifications**
- **Appendix C, Submittal**
- **Appendix D, References**

Any response that does not contain all of the above items will be rejected as non-responsive. Each item is discussed in more depth in the following sections.

2.2 CONSULTANT PROFILE – APPENDIX A (MANDATORY)

Consultant Profile provides general information concerning the Consultant and/or its corporate entity. The Consultant must complete all sections and sign where indicated. Signing the Profile indicates the Consultant accepts the terms and conditions of this RFQ. Failure to address all of the elements identified in the Profile may result in disqualification. It is important to fully read the Consultant Profile as there are additional pages that the Consultant may have to attach depending on the Consultant's response.

Appendix A - The Consultant Profile is evaluated on a pass/fail basis.

2.3 CERTIFICATIONS – APPENDIX B (MANDATORY)

The Certifications must be executed as written in Appendix B. Failure to execute the Appendix in its official form will result in the Consultant's Proposal being disqualified.

Appendix B – Certifications is evaluated on a pass/fail basis.

2.4 SUBMITTAL – APPENDIX C (MANDATORY)

The Submittal section of the response must contain information that will demonstrate to the evaluation committee the Consultant's understanding of the types of services proposed, the firm's ability to accomplish them, and the ability to meet tight timeframes.

2.4.1 The firm's approach to the work (4 pages, maximum).

2.4.2 The firm's resume (5 pages, maximum).

2.4.3 A resume for all proposed sub-consultants (2 pages, maximum, per sub-consultant).

2.4.4 A written statement of the firm's qualifications which is responsive to the selection criteria (10 pages, maximum, including pictures).

2.4.5 Key staff resumes, including key staff of proposed sub-consultants (2 pages maximum per staff member).

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

2.4.7 Diverse Business Inclusion - All Consultants, including diverse-owned firms, will be required to submit a Diverse Business Inclusion Plan. The Inclusion Plan should demonstrate in detail the specific strategies, approaches, and steps your firm will use in seeking to help meet or exceed the state's aspirational diverse business participation goals. Achievement of the goals is encouraged. A sample form/format is attached as Exhibit A.

Appendix C – Submittal is evaluated and scored according to the criteria laid out in Section 4.4 Evaluation Breakdown

2.5 REFERENCES – APPENDIX D (MANDATORY)

Each Consultant must submit three (3) references using the forms provided in Appendix D. State Parks will contact each reference by email and provide them with a pre-established questionnaire (the same questionnaire will be used for all references). It is the Consultant's obligation to provide the correct name and email address for each reference, and make sure that such reference will promptly respond to State Parks' inquiry. The evaluation of the references will be based on the quality of the referral given, and the relative correlation between the services performed for that reference and the scope of work herein. As such, State Parks notes that references from other Washington State Agencies for similar work will be deemed as having a higher degree of relativity.

Appendix D- References are evaluated on a pass/fail basis that it is included with the submittal. The objective of references is to gage the Responsibility of the bidder. State Parks reserves the right and may contact your reference and may contact any person, business, agency, or database system that may have information on your skills, abilities, and customer service.

3 RESPONSES - PREPARATION AND SUBMISSION REQUIREMENTS

3.1 SUBMISSION OF RESPONSES

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

For purposes of this competition document State Parks is accepting a PDF scan (or similar representation that maintains bookmarks and hyperlinks) 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 State Parks, **scan it as a PDF** file and attach the file to your business email and send it to State Parks.

It is State Parks' 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.

The maximum file size for an e-mail attachment is 30MB. Zipped files cannot be received by State Parks and cannot be used for submission of bids.

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

Send you bid response to: BidBox@parks.wa.gov.

You are welcome to follow up with an email to contracts@parks.wa.gov and ask confirmation of receipt and the Contracts Specialist can send a reply to the sender of the bid response. However, our ability to respond is not instantaneous, not guaranteed, and works best of there's at least three (3) business days of time to respond.

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

Example email subject line: **325-235 Bid ACME**

Example email subject line: **325-235 Bid John Smith Construction**

Example email subject line: **325-235 Bid Microsoft**

CAUTION: Submit your bid response early as a safeguard against any technological slow-down or delays and/or malfunctions. Bids received after the deadline for any reason, no matter the cause, regardless of responsibility, will be rejected. When and whatever time the email comes in, the Contracts Specialist will reference the email's timestamp to determine responsiveness.

3.2 RESPONSE LAYOUT REQUIREMENTS

All pages in each attached file must be consecutively numbered. All pages must also contain the name of the Consultant, and the respective Appendix reference letter to which it applies. The required information may be located at the top or bottom (header or footer) of each page, but the location must be consistent throughout.

NOTE: Any attachment or exhibit to a response has to be adequately labeled -- to include the category/section/question to which it corresponds. If evaluators cannot easily identify the exhibited material to the evaluation question, or to the respective Consultant, the attachment may be disregarded.

4 EVALUATION AND AWARD

4.1 DETERMINATION OF RESPONSIVENESS

All Responses received by the stated deadline will first be reviewed by the Procurement Coordinator to ensure that the Responses contain all of the information required in this RFQ. Only responsive Responses that meet the requirements will be forwarded for further review. Any Response that does not contain all of the required information or any Consultant who does not meet the mandatory qualifications will be rejected as non-responsive and will be removed from further evaluation. However, the Procurement Coordinator has the right to waive, and/or seek correction of minor informalities that do not alter the content of the Response.

4.2 GENERAL EVALUATION PROVISIONS

The evaluation process is designed to award a contract to the Consultant with the best quality attributes based on the selected evaluation criteria.

Evaluations of subjective material (Appendix C) will be conducted by the evaluation team. State Parks has sole discretion over the selection of evaluators and will make such selections based on each potential evaluator's knowledge, skills, and experience with the subject matter. Each evaluator will independently grade and score the Consultant's material based on their own independent judgment, and in accordance with the format noted below for each respective requirement. Evaluators will only evaluate the material contained in the Responses and will not incorporate outside material into their determinations. Each evaluator has sole discretion over his or her final scores.

Consultants should take every precaution to assure that all answers are clear, complete, and directly responsive to each specific requirement.

4.3 PREFERENCES AND PENALTIES

Preferences and penalties that are required by law, rule, or competition document will be applied to bid pricing. A preference reduces the bidder's stated price by the amount of the preference and is an advantage to the bidder. A penalty increases the bidder's stated price by the amount of the penalty and is a disadvantage to the bidder. Preferences and penalties are applied to the pricing for evaluation purposes only but are not applied for purchasing purposes if awarded the contract.

- a) Determine Reciprocity under RCW 39.26.271, WAC 200-300-075, DES Reciprocity Information, DES Reciprocity Map (list). Determine the business address from which

the bid was submitted. Check the DES Reciprocity Map (list) to determine, for evaluation purposes only, if the bid’s pricing must be increased or rejected.

4.4 EVALUATION BREAKDOWN

State Parks will use the below-noted point totals in its evaluation of the required materials.

| Evaluation Criteria / Required Material | Maximum Possible Point Total |
|---|------------------------------|
| Appendix A: Consultant Profile | Pass/Fail Basis – no points |
| Appendix B: Certifications | Pass/Fail Basis – no points |
| Appendix C: Submittal - Describe the Consultant team’s approach to this work. Provide a description of the proposed project team structure and internal controls to be used during the course of the project. List any subconsultants you may want to include to complete your roster of services. Describe the services each would provide. (Section 2.4.1) | 45 Points |
| - Describe previous experience on similar projects by the Consultant that indicate the firm’s expertise design, plan, and oversee the repairing or replacing three trestles, trailhead design, and trail surfacing: working collaboratively with the owner, sub-consultants, and stakeholders. (Sections 1.2 and 1.3) | 40 Points |
| - Describe how subconsultants and team members have worked together on past projects. Provide key staff resumes (2-page maximum for each). Provide a resume for each proposed subconsultant (2-page maximum for each). Provide the name and resume of the person who will be the lead contact for the project. Provide names and resumes for other staff, which includes information on the individual’s particular skills related to this project, education, experience, significant accomplishments, and any other pertinent information. (Sections 2.4.1 through 2.4.5) | 15 Points |
| Appendix D: References | Pass/Fail Basis – no points |
| TOTAL: | 100 Points |

Points for Appendix C will be determined according to the following guidelines, and weighted appropriately:

| | | | | | |
|--|--|---|--|---|--|
| Bidder demonstrates renowned experience (5 points) | Bidder demonstrates considerable experience (4 points) | Bidder demonstrates solid experience (3 points) | Bidder demonstrates adequate experience (2 points) | Bidder demonstrates limited experience (1 points) | Bidder demonstrates no experience (0 points) |
|--|--|---|--|---|--|

For example, a score of 4 points under Scoring Element #1 is worth 36 out of a possible 45 points; a score of 4 points under Scoring Element #2 is worth 32 out of a possible 40 points, etc.

4.5 ORAL PRESENTATIONS MAY BE REQUIRED

Oral presentations, if considered necessary by State Parks, may be utilized in selecting the winning response. State Parks, at its sole discretion, may elect to select the top-scoring firm(s) from the written evaluation for an oral presentation and contact the top-scoring firm(s) to schedule a date, time and location for an oral presentation. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

The oral presentation shall determine the apparently successful consultant.

4.6 SELECTION OF APPARENT SUCCESSFUL CONSULTANT

Note: The Consultant meeting all responsive criteria and having the highest final cumulative score will be selected as the Apparent Successful Consultant (ASC).

State Parks will notify the Apparent Successful Consultant(s) and the non-successful Consultants via email.

4.7 ANNOUNCEMENT OF APPARENT SUCCESSFUL CONSULTANT

Following the announcement of the ASC, Consultants may request a Debrief conference. The Consultant will have a short period of time to request the Debrief conference. NOTE: a Debrief conference is a mandatory prerequisite for any Consultant desiring to protest the award.

5 DEBRIEF AND PROTESTS

5.1 DEBRIEFING OF UNSUCCESSFUL CONSULTANTS

Consultants who submitted a Response will be given the opportunity for a debriefing conference. The Procurement Coordinator must receive the request for a debriefing conference within three (3) business days after the notification of unsuccessful Consultant email is sent. The debriefing shall be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Consultant's Response including the factors considered in the evaluation of that Response and the Consultant's performance with regard to the solicitation requirements. Comparisons between Responses or evaluations of the other Responses will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of thirty (30) minutes.

5.2 PROCUREMENT RECORDS DISCLOSURE

A Consultant may request copies of the solicitation and evaluation documents or may inspect the solicitation and evaluation documents in order to make a decision about the efficacy of making a protest. Such request must be in writing and sent to the Procurement Coordinator. State Parks will respond within five (5) business days of receipt of the request.

The requested documents will either be sent to or made available to the requesting Consultant, except for any portions of the documents that have been identified as Proprietary Information. State Parks will follow the process set forth in Section 6.13 Public Disclosure & Proprietary Information, before disclosing any portions of Responses that have been identified as Proprietary Information.

If more time is needed, State Parks will inform the requestor of the date the requested documents will be available.

5.3 PROTESTS

Consultants protesting this procurement shall follow the procedures described in below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to the Consultant under this procurement. State Parks will not accept any protest before the announcement of the Apparent Successful Consultant.

The protest procedure is only available to Consultants who submitted a response to this RFQ and who have participated in a debriefing conference. State Parks must receive a protest within five (5) business days of the debriefing.

5.4 GROUNDS FOR PROTEST

A protest may be made based only on the following grounds:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the scores; or
- Non-compliance with the procedures established in this Procurement document.

Protests not based on these grounds 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 Response, or 2) State Parks' assessment of its own needs or requirements.

5.5 PROTEST FORM AND CONTENT

A Protest must state all of the facts and arguments upon which the Protest is based, and the grounds for the Protest. It must be in writing, clear and concise, and signed by a person authorized to bind the Consultant to a contractual relationship. At a minimum, the Protest must include:

- The name of the protesting Consultant, mailing address and phone number, and the name of the individual responsible for submission of the Protest;
- The RFQ number and title
- A detailed and complete statement of the specific State Parks actions under Protest;
- The grounds for the Protest;
- Description of the relief or corrective action requested.
- Consultant may attach supporting documentation to their Protest as they deem necessary and proper.

5.6 SUBMITTING A PROTEST

Protests must be in writing, must be signed by the Consultant and must be received by the State Parks Procurement Coordinator at the address below within five (5) Business Days after the debriefing conference. All protests shall be emailed to the Procurement Coordinator as follows:

Email: contracts@parks.wa.gov

The subject Line: **RFQ 325-235**: Protest by [Your firm's name].

Upon State Parks' receipt of a protest, a review and investigation will be conducted by a neutral party that had no involvement in the evaluation and award process. The reviewer will conduct an objective review of the Protest, based on the contents of the written Protest and the RFQ and any amendments, the Responses, all documents showing evaluation and scoring of the Responses record and any other pertinent information and issue a decision within ten (10) business days of receipt of the protest, unless additional time is needed. If additional time is needed, the protesting Consultant will be notified of the delay.

State Parks will make a final determination on the protest; in accordance with such findings, State Parks will:

- a. Find the protest lacking in merit and uphold State Parks' action; or
- b. Find only technical or harmless errors in State Parks' acquisition process and determine State Parks to be in substantial compliance and reject the protest; or
- c. Find merit in the protest and provide State Parks options which may include:
 - 1) that State Parks correct the errors and re-evaluate all Responses;
 - 2) that State Parks reissue the RFQ document and begin a new process;
 - 3) other courses of action as appropriate.

If the reviewer determines that the protest is without merit, State Parks may enter into a contract with the Apparent Successful Consultant. If the protest is determined to have merit, State Parks will take the appropriate alternative as noted in the preceding paragraph.

6 ADDITIONAL GENERAL PROVISIONS FOR ALL CONSULTANTS

6.1 ANNOUNCEMENT AND SPECIAL INFORMATION

By responding to this RFQ, a Consultant acknowledges they have read and understand the entire RFQ and accepts all information contained within the RFQ without modification.

6.2 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington (RCW). Those restrictions also apply to any Consultant submitting a Response under this RFQ who has hired a former state employee. Consultants should familiarize themselves with the requirements prior to submitting a Response that includes current or former state employees.

6.3 AMENDMENTS TO THE RFQ

State Parks reserves the right to revise this RFQ. All changes will be made by written amendment. All official amendments will be posted in WEBS and will automatically become incorporated as part of this RFQ. If there are any conflict between amendments, or between an amendment and the RFQ, whichever document was issued last in time will be controlling.

Amendments will be made in consideration to the overall timeline; State Parks will determine whether extensions to the timeline are necessary.

6.4 RESPONSIVENESS OF CONSULTANT'S RESPONSE

Each Consultant is specifically notified that failure to comply with any part of the solicitation may result in rejection of their Response as non-responsive. Rejected, non-responsive Responses will not be scored. State Parks will not be liable for any errors or omissions in Consultant's Response. Consultants will not be allowed to alter their Response after the Response Submission Deadline.

It is the responsibility of each Consultant to carefully read, understand, and follow all the instructions contained in this RFQ, and in any future amendments. If a Consultant does not fully understand any Response requirement, said Consultant should submit an inquiry to the Procurement Coordinator. Consultants are hereby notified that failure to comply with any solicitation requirement may result in the Response being rejected as non-responsive. State Parks reserves the right to waive any administrative, minor irregularity in a Response, but it is not required to do so.

6.5 CLARITY AND CLARIFICATIONS

State Parks will make the sole determination of clarity and completeness of the Responses. No Response may be altered or amended after the submission deadline; however, State Parks reserves the right to contact a Consultant for clarification of responsive contents if necessary. NOTE: This clarification process is only used to clarify information that was contained within the Response; it is not a means of providing or incorporating new information that was otherwise not initially included. Evaluators have no obligation to seek or request a clarification; they may evaluate the response as provided.

6.6 COST OF RESPONSE PREPARATION

State Parks will not reimburse Consultants for any costs associated with preparing or presenting a Response to this solicitation.

State Parks will not be liable for any costs incurred by the Consultant in preparation or presentation of a responsive Response to this RFQ.

State Parks will not pay for any costs accrued prior to a mutually executed contract resulting from this RFQ.

6.7 OWNERSHIP OF RESPONSES

All Responses and materials submitted in response to this RFQ become the property of State Parks. State Parks has the right to use information or adaptations of information that is presented in a response, unless the information is marked "Proprietary" and is not: (1) already known to State Parks prior to receipt of the information in the Response or materials submitted in response to this RFQ, (2) subsequently disclosed to State Parks by a third party who has the lawful right to make such disclosure, or (3) lawfully publicly available. Selection or rejection of the offer will not affect this right.

6.8 FINAL SELECTION & NO OBLIGATION

State Parks reserves the right, at its sole discretion, to reject all responses without penalty and not to issue a contract as a result of this solicitation. State Parks further reserves the right to cancel or reissue this RFQ prior to execution of a contract, if it is in the best interest of State Parks to do so, as determined by State Parks in its sole discretion.

6.9 INCORPORATION OF RESPONSE IN CONTRACT

The Consultant's response, including all promises, warranties, commitments, and representations made in the successful Response, are binding and shall be incorporated by reference into State Parks' contract with the Consultant.

6.10 AGREEMENT TO STATE PARKS CONTRACT TERMS AND CONDITIONS

Attached as Exhibit B is a draft document that includes State Parks' contract terms and conditions. These terms and conditions will be incorporated into the final contract between State Parks and the Apparent Successful Consultant. Each Consultant's submission of its Response confirms that Consultant's consent to these terms and conditions.

6.11 STATEWIDE VENDOR PAYMENT REGISTRATION

Consultants are urged to be registered in the Statewide Vendor Payment system, prior to submitting a request for payment under this Contract. The Washington State Office of Financial Management (OFM) maintains a central contractor registration file for Washington State agencies to process contractor payments.

To obtain registration materials go to the Statewide/Vendor Payee Services (SWPS) website at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services> . The registration form has

two parts. Part 1 is the information required to meet the above registration condition. Part 2 allows State Parks (and other state agencies) to pay invoices electronically with direct deposit. This is the most efficient method of payment and vendors are encouraged to sign up.

6.12 MINORITY WOMEN OWNED AND VETERAN OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, and RCW 43.60A.200 and 39.22.240, the State of Washington encourages participation by veteran owned business enterprises and Minority & Women Owned Business Enterprises (MWBE), either self-identified or certified by, respectively, the Department of Veterans Affairs or the Office of Minority & Women's Business Enterprises (OMWBE). While the State does not give preferential treatment, it does seek equitable representation from the veteran owned business and minority and women's business communities.

Participation by veteran owned and MWBE Consultants may be either on a direct basis in response to this RFQ or as a subconsultant to a prime Consultant. However, no preference will be given in the evaluation of Responses, no minimum level of MWBE or veteran-owned business participation shall be required, and Responses will not be evaluated, rejected or considered non-responsive on that basis.

Consultants may contact the Office of Minority & Women's Business Enterprises (OMWBE) at <https://omwbe.wa.gov/about-omwbe/contact-us-directions> and/or the Department of Veterans Affairs at <http://www.dva.wa.gov/program/certified-veteran-and-servicemember-owned-businesses> to obtain information on certified firms for potential sub-contracting arrangements or for information on how to become certified.

6.13 SUBCONSULTANT PARTICIPATION MONITORING AND REPORTING

Once a contract is awarded through the solicitation or proposal process, the awarded Prime Consultant is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. Prime Consultants that have previously registered with B2Gnow for any public entity, must verify the system has updated information. Consultants can access the system at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.

Each month during the contract, the Prime Consultant will report payments to ALL Subconsultants through the Access Equity system. This monthly reporting information includes total payment in dollars made to the Subconsultant, payment dates, and any additional information required to verify payment to Subconsultant. The Prime Consultant will enter this payment information into the Access Equity system, and the Subconsultants will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both Prime Consultants and Subconsultants.

6.14 PUBLIC DISCLOSURE & PROPRIETARY INFORMATION

State Parks is subject to the Public Records Act, chapter 42.56 RCW. Bid submissions and evaluations may not be disclosed while the RFQ is pending (RCW 39.26.030); however, all of the submissions and evaluations may be disclosed after the announcement of the Apparent Successful Consultant. Portions of a Consultant's Response may be protected from disclosure through the process set forth below.

If a Consultant wants to protect any Proprietary Information that is included in its response, the information must be clearly identified by Consultant as Proprietary Information. Each

page containing information that is claimed to be exempt from disclosure must be clearly identified by the word "Proprietary" printed on the lower right-hand corner of the page.

Any attempts to overly restrict disclosure through use of footers on every page and/or other like statements restricting disclosure will not be honored and may subject Consultant to disqualification.

State Parks will maintain the confidentiality of all information marked Proprietary to the extent consistent with the Public Records Act. If a public disclosure request is made to view Consultant's Proprietary Information, State Parks will notify the Consultant of the request and of the date that the Proprietary Information will be released to the requester unless the Consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, State Parks will release the Proprietary Information, on the date specified.

State Parks sole responsibility shall be limited to maintaining the Consultant's true and actual Proprietary Information in a secure area and to notify Consultant of any request(s) for disclosure for so long as State Parks retains Consultant's information in State Parks records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Consultant of any claim that such materials are exempt from disclosure.

Consultant may seek the information from all other Responses once the Apparent Successful Consultant is announced.

6.15 CIVIL RIGHTS COMPLIANCE

The **Director of the Washington State Parks and Recreation Commission**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Consultants will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award. State Parks will also affirmatively ensure that any contract entered into pursuant to this solicitation will require full incorporation of these rights in relation to all employees, personnel, and agents of the Consultant.

7 APPENDICES and EXHIBITS

All Appendices noted below must be included as part of the Consultant's Response

Appendix A, Consultant Profile (Mandatory - sign and return)

Appendix B, Certifications (Mandatory - sign and return)

Appendix C, Submittal (Mandatory – write and return)

Appendix D, References (Mandatory - complete and return – and notify References)

The following Exhibits are solely for consultant's information and do not need to be returned.

Exhibit A. Prime Consultant Diversity Business Inclusion Plan.

Exhibit B. Draft/Sample Service Agreement for Apparent Successful Consultant.

**APPENDIX A
CONSULTANT PROFILE**

Consultant must provide all requested information in the space provided next to each numbered section below.

Many of the questions require information if you answer “yes”. Please provide your response in the space provided unless otherwise directed to submit on a separate page (note: the spaces provided can expand to allow for more text to be typed in if necessary). If you are directed to provide answers on a separate page, please identify the question and corresponding number that you are responding to, and attach that document to this Appendix A.

COMPANY INFORMATION:

| | | | |
|-----|------------------|--|--|
| (a) | Firm Legal Name* | | |
| | Street Address | | |
| | Mailing Address | | |
| | City, State, ZIP | | |

***Legal Name:** Many companies use a “Doing Business As” name or a nickname in their daily business. However the State requires the legal name of your company as it is legally registered in the State of Washington or the state in which your company was registered. This should include the type of entity – Inc., LLC, LP, etc.

| | | | |
|-----|---------------------|---------|------------|
| (b) | DBA (if any) | | |
| | Telephone Number(s) | | |
| | Area Code: | Number: | Extension: |
| | Area Code: | Number: | Extension: |

| | |
|-----|---|
| (c) | A list identifying which parties of the organization have the authority to sign contracts/ amendments on behalf of the Consultant’s entity. |
| | |

| | | | |
|-----|---|---------|------------|
| (d) | Names, addresses, e-mail addresses and telephone numbers of the sole proprietor, partners, or principle officers as appropriate to the organization | | |
| | Name & Title: | | |
| | Address: | | |
| | Email Address: | | |
| | Telephone Number | | |
| | Area Code: | Number: | Extension: |

| | | | |
|-----|---|---------|------------|
| (e) | Primary Contact Person for Questions/Contract Negotiations, including address if different than above | | |
| | Name & Title: | | |
| | Address: | | |
| | Email Address: | | |
| | Telephone Number for Contact Person | | |
| | Area Code: | Number: | Extension: |

| | | |
|-----|--------------|--|
| (i) | WA State UBI | |
|-----|--------------|--|

**APPENDIX A
CONSULTANT PROFILE**

| | | |
|-----|-------------------------------|--|
| (j) | Statewide Vendor Number (SWV) | |
|-----|-------------------------------|--|

Consultant is urged to be registered with the Washington State Office of Financial Management as a statewide vendor. **If no current SWV number**, affirm that your organization will obtain a SWV number within ten (10) days of executing contract. YES NO

| | | |
|-----|-----------------------------------|--|
| (k) | Federal Tax Identification Number | |
|-----|-----------------------------------|--|

CONFIDENTIALITY

| | | |
|-----|---|--|
| (a) | Are there any pages in the Proposal that the Bidder has marked as "Confidential" or "Proprietary" | <input type="checkbox"/> YES <input type="checkbox"/> NO |
|-----|---|--|

If yes, any information in the Proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 must be clearly designated. Each page containing information claimed to be exempt from disclosure must be clearly identified by the word "Privileged" or "Confidential" printed on the lower right-hand corner of the page. Additionally, Consultant must include a separate piece of paper attached to this **Appendix A**, indicating the pages that have been marked "Confidential" and the particular exception from disclosure upon which the Consultant is making the claim. Failure to follow these rules waives Consultant's claim.

AUTHORIZED SIGNATURES:

By signing below you hereby certify that you are an authorized representative of your firm/company and empowered to negotiate, enter into, and execute, in the name and on behalf of your firm/company, any agreements or documents associated with this RFQ and to bind your firm/company to the obligations stipulated therein.

| | |
|--|-------|
| Signature (<i>Individual must be authorized to Bind the Organization</i>) | |
| Signature: | Date: |
| Print Name: | |

CERTIFICATIONS AND ASSURANCES

1. 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):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. 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.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by State Parks without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. 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.)
6. I/we understand that State Parks will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of State Parks, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that 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.
8. 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 any), and any other instructions, Terms & Conditions, AND competition amendments to the same. Further:
 1. Alterations to WSPRC Documents: I/My Firm understand and agree that I/My Firm shall not and has not altered or deviated from the original competition and any follow-on competition amendments and if my/my Firm's bid response received by WSPRC materially alters or deviates from 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 (including any type of order placement) SHALL continue with the altered portions or deviations being ignored in favor of the WSPRC official language (original competition and any follow-on competition amendments) as posted on the Washington Electronic Business Solutions (WEBS) which acts as the system of record for this competition. The awarded Contractor understands, agrees, and accepts this provision and SHALL hold harmless and save harmless the WSPRC.
 2. Unrequested Supplemental Materials in Bidders Bid Response: I/My Firm understands and agrees that I/My Firm shall not and has not supplemented my/my Firm's Bid Response with unrequested materials. Whether the unrequested material is noticed or not noticed by WSPRC, any resulting contract (including any type of order placement) SHALL continue with the unrequested material being ignored in favor of the WSPRC official language. The awarded Contractor understands, agrees, and accepts this provision and SHALL hold harmless and save harmless the WSPRC.

APPENDIX B CERTIFICATIONS

9. 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.
10. I/we grant State Parks 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.
11. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

12. Bidder's Waiver And Release of Information, Public Disclosure is Authorized and Not Restricted:

I/My Firm grants to the State of Washington and the Washington State Parks and Recreation Commission a full and complete release of information of my/my Firm's bid response and other documents or information pertaining to the same and if also awarded the contract, then to the contract and any documents or information involving or pertaining to the contract. Markings of "confidential", "proprietary" or similar term are unintentional and SHALL be ignored. Further, these materials or bid response may be publicly disclosed with no advanced notice to the Bidder/Contractor (me/my Firm). The Bidder/awarded Contractor (me/my Firm) understands, agrees, and accepts this provision and SHALL hold harmless and save harmless the State of Washington and WSPRC.

13. Certification - Wage Theft Prevention:

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).

I/My Firm 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.

14. Certification - Supporting Workers' Rights:

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.

I/My Firm certifies 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 waivers.

15. Electronic Submission of Documents are Legally Binding:

Washington State recently 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.

**APPENDIX B
CERTIFICATIONS**

For purposes of this competition document WSPRC is accepting a PDF scan (or similar representation) of the Bidder’s wet-ink signature in the signature space below. **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. For expanded details see Section 4.1 – Submission of Responses.

I/My Firm certifies under penalty of perjury under the laws of the state of Washington that submission of my/my Firm’s bid response and accompanying copy of my signature is legally binding on me/my firm, and that the WSPRC may rely upon its authenticity.

| | |
|---|---|
| I, acting as my Firm’s authorized representative declare on behalf of me/my firm under penalty of perjury under the laws of the State of Washington forgoing Certification and Assurances and Waiver is true and correct. | |
| Bidder, record the competition’s identifying number: <i>(see footer or face page)</i> | RFQ 325-235 PALOUSE TO CASCADES STATE PARK TRAIL – MALDEN TO KENOVA TRAIL IMPROVEMENTS AND TRESTLE REPAIRS |
| Bidder’s Company Name | |
| Bidder’s Printed Name | |
| Bidder’s Wet Signature (use blue ink) | |
| Place of Signature (City & State) | |
| Date | |

APPENDIX C SUBMITTAL

The Submittal section of the response must contain information that will demonstrate to the evaluation committee the Consultant's understanding of the types of services proposed, the firm's ability to accomplish them, and the ability to meet tight timeframes.

See Section 2.4 of this RFQ for more information.

**APPENDIX D
REFERENCES**

Consultant to complete and return the following reference information forms with response:

It is the Consultant's responsibility to make sure the information provided herein is accurate, and that the reference will be responsive to State Parks' inquiry.

| | | |
|--|------------------------------------|-------------------------------------|
| Referral 1: | | |
| Consultant's (your) Name: _____ | | |
| Note: submission of this form constitutes permission for State Parks to contact the reference indicated. | | |
| Name reference: corporation/agency | Name of person to provide referral | Email of person to provide referral |
| | | |
| Identify nature of services Provided | Date the services were provided: | Full costs for services provided: |
| | | |

| | | |
|--|------------------------------------|-------------------------------------|
| Referral 2: | | |
| Consultant's (your) Name: _____ | | |
| Note: submission of this form constitutes permission for State Parks to contact the reference indicated. | | |
| Name reference: corporation/agency | Name of person to provide referral | Email of person to provide referral |
| | | |
| Identify nature of services Provided | Date the services were provided: | Full costs for services provided: |
| | | |

| | | |
|--|------------------------------------|-------------------------------------|
| Referral 3: | | |
| Consultant's (your) Name: _____ | | |
| Note: submission of this form constitutes permission for State Parks to contact the reference indicated. | | |
| Name reference: corporation/agency | Name of person to provide referral | Email of person to provide referral |
| | | |
| Identify nature of services Provided | Date the services were provided: | Full costs for services provided: |
| | | |

EXHIBIT A

Prime Consultant Diverse Business Inclusion Plan

Prime Consultant Name: _____

For the purposes of this form, Washington State-certified diverse businesses are defined as follows:

- *Minority Business Enterprise (MBE)*, *Women’s Business Enterprise (WBE)*, or combination of the two. Certified by the Office of Minority and Women’s Business Enterprises (OMWBE): <http://omwbe.wa.gov/>
- *Veteran-owned Business*. Certified by the Department of Veteran’s Affairs (DVA): <http://dva.wa.gov/>
- *Small Business* (includes Mini and Micro businesses). Certified through the Washington Electronic Business Solution (WEBS): <https://fortress.wa.gov/ga/webs/home.html>

Anticipated Certified Diverse Business Participation Goals

Subcontracting means direct performance of commercially useful work through subcontracting as part of the proposed project team. Of the total contract work, what are the diverse business participation goals proposed for subcontracting on your team? Please only include the above-listed Washington State certification types in your “Consultant-defined Anticipated Percent of Contract Amount (Goals)” estimate. Zero percent (0%) is not a goal.

| Anticipated Certified Diverse Business Participation Goals | Washington State Goals | Consultant-defined Anticipated Percent of Contract Amount (Goals) |
|--|------------------------|---|
| Minority-owned business (MBE) | 10% | % |
| Women-owned business (WBE) | 6% | % |
| Veteran-owned business (DVA) | 5% | % |
| Small business | 5% | % |

Subcontracting Team

List the names of the diverse businesses you anticipate using on this project. Generally describe the work you expect the diverse business to perform and identify the percent of total contract value intended for each diverse business. Please include the above-listed Washington State certification types. *If necessary, add more rows below.*

| Name of Diverse Business | Specify Diverse Business Certification (circle one or more) | Describe Trade or Task | Anticipated Percent of Contract Amount |
|--------------------------|---|------------------------|--|
| | MBE, WBE, DVA, Small | | % |
| | MBE, WBE, DVA, Small | | % |
| | MBE, WBE, DVA, Small | | % |
| | MBE, WBE, DVA, Small | | % |
| | MBE, WBE, DVA, Small | | % |

Attach a list of diverse businesses near the project location to this form:

1. Go to <https://omwbe.wa.gov/directory-certified-firms>
2. Click on “OMWBE DIRECTORY”
3. Click on “Search Certified Firm Directory”
4. Select MBE, MWBE, SBE, and WBE certifications.
5. Enter a City, Zip Code, or County near the project site address and then press “Search” at the bottom of the page. If you do not have many results, please expand your search to include nearby locations.
6. Print and attach the results to this form with your submittal

Diverse Expert:

Diverse Expert responsibilities would typically include, but are not limited to:

- Outreach to qualified diverse businesses.
- Submit and discuss updates on a regular basis to the state project manager regarding Diverse Business utilization and progress.
- Ongoing outreach to diverse businesses for required contract work, including any changes in scope.
- Assist diverse businesses with successful contract performance.

A qualified Diverse Expert brings knowledge of the identity, capabilities and capacities of diverse business Sub-Consultant and suppliers; experience recruiting and working with diverse businesses for construction; and assisting diverse businesses to develop working relationships with consultants.

Identify the person within your team to manage your diverse inclusion responsibility.

Diverse Expert Name: _____

Diverse Expert Contact Information: _____

Diverse Expert Firm (if another firm is managing participation): _____

Past Performance

Please select **five (5) of your projects** with Washington State-certified diverse business participation (MBE, WBE, DVA, and/or Small/Mini/Micro) and list them below **for the last five (5) years**. If you do not have any projects that tracked or reported diverse business participation, you may leave this section blank. In that case, please attach an additional sheet with explanation.

You may have projects with diverse business participation for an organization or entity that required *different* diverse business categories (including self-certification). If so, please attach a sheet with the same column data and information, but include percentages for the categories that were tracked during the project.

| Contract Name | Contracting Agency or Entity | Contract Amount | Year | Percent of Contract Amount | |
|---------------|------------------------------|-----------------|------|----------------------------|---|
| | | | | | |
| | | | | Minority-owned business: | % |
| | | | | Women-owned business: | % |
| | | | | Veteran-owned business: | % |
| | | | | Small/mini/micro business: | % |
| Contract Name | Contracting Agency or Entity | Contract Amount | Year | Percent of Contract Amount | |
| | | \$ | | Minority-owned business: | % |
| | | | | Women-owned business: | % |
| | | | | Veteran-owned business: | % |
| | | | | Small/mini/micro business: | % |
| Contract Name | Contracting Agency or Entity | Contract Amount | Year | Percent of Contract Amount | |
| | | \$ | | Minority-owned business: | % |
| | | | | Women-owned business: | % |
| | | | | Veteran-owned business: | % |
| | | | | Small/mini/micro business: | % |
| Contract Name | Contracting Agency or Entity | Contract Amount | Year | Percent of Contract Amount | |
| | | \$ | | Minority-owned business: | % |
| | | | | Women-owned business: | % |
| | | | | Veteran-owned business: | % |
| | | | | Small/mini/micro business: | % |
| Contract Name | Contracting Agency or Entity | Contract Amount | Year | Percent of Contract Amount | |
| | | \$ | | Minority-owned business: | % |
| | | | | Women-owned business: | % |
| | | | | Veteran-owned business: | % |
| | | | | Small/mini/micro business: | % |

CONSULTANT A/E SERVICES AGREEMENT

Project Location: «LocationName» State Park

Agreement No. AE «ContractNumber»

Project Title: «ProjectName»

The Washington State Parks and Recreation Commission (State Parks) and the Consultant named below do hereby enter into this Agreement for the project designated above (the Project) under the terms described in the following Articles. This Agreement is made effective on the date signed by State Parks, and the return of a fully executed original from State Parks to the Consultant shall constitute the necessary Notice to Proceed.

- | | |
|--|---------------------------------|
| I. Authorization to Proceed | IV. Compensation |
| II. Compensation Summary | V. Voluntary MWBE Utilization |
| III. Scope of Services & Schedule of Performance | VI. Conditions of the Agreement |

I. AUTHORIZATION TO PROCEED

Consultant:

«ContractorConsultantName»

«PhysicalAddress»

«PhysicalCity», «PhysicalState»

«PhysicalZipCode»

«FirstName» «LastName», «Title»

Phone: «PhoneNumber»

Email: «EmailAddress»

State Parks:

**Washington State
Parks and Recreation Commission**

1111 Israel Road SW

PO Box 42650

Olympia, WA 98504-2650

(360) 902-8554

ContractsandProcurement@parks.wa.gov

By _____

Title _____

Date _____

UBI No. «UBINumber» _____

Fed. Tax Id. No. «FederalID» _____

By _____

Mark Bibeau,
Title Chief Financial Officer

Date _____

Approved as to form:

James R. Schwartz

Assistant Attorney General

July 15, 2016

II. COMPENSATION SUMMARY

Basic Services Compensation \$ «OrigContractAmount» _____

Additional Services Compensation \$ _____

Not to Exceed Agreement Total \$ «OrigContractAmount» _____

III. SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

A. Scope of Services

As authorized under Chapter 39.80 RCW - Contracts for Architectural and Engineering Services, the Consultant shall perform Basic Services for the Project in accordance with Article VI, Conditions of the Agreement, and as described in the following Scope of Services...

(enter here or if scope is attached, insert the following after "Scope of Services")
...attached to and made a part of this Agreement as Attachment A.

B. Schedule of Performance

The Consultant shall perform the Services according to the following schedule...

(enter here or if scope is attached, insert the following after "... schedule") ... attached to and made a part of this Agreement as Attachment B.

Unless otherwise amended in writing, this agreement shall automatically terminate on June 30, 2023 (or end of current fiscal year/biennium)

C. Additional Services

Changes to the Services above shall be considered Additional Services only when agreed in advance by State Parks and the Consultant that such changes constitute a material addition or change to the previously authorized Services, and when authorized by State Parks in the form of an amendment to this Agreement, setting forth the scope of services, schedule of performance, and compensation for the Additional Services, and signed by both parties in accordance with Article VI, section C.

IV. COMPENSATION

A. Basic Services Compensation

Compensation for rendering the Basic Services detailed in the scope of services under Article III A. of this Agreement shall not exceed «**Origcontractamount**»ths Dollars («**OrigContractAmount**»), which shall include all expenses the Consultant may incur on behalf of the project.

B. Additional Services Compensation

If the Consultant is authorized by Amendment to this Agreement to perform Additional Services, compensation for such services shall be established in the Amendment as being on the basis of either a not to exceed lump sum fee or on actual time expended and expenses incurred, up to a fixed not to exceed amount (not to exceed time and expense).

Consultant handling fee for sub-consultants is ten percent.

C. Reimbursable Expenses

1. Travel: Travel within a 50-mile radius shall be considered a Basic Service and is not a reimbursable expense. Travel between a 50 and 350-mile radius may be negotiated as an additional service at not greater than the approved State rate, and must be pre-approved. Any cost reimbursement for travel beyond the 350-mile radius requires written justification and prior approval from State Parks.

2. Miscellaneous, routine overhead expenses incurred in the normal process of performing basic services or authorized additional services such as telephone costs, mail, clerical supplies, computer, copying, fax, transportation, etc. are not

reimbursable.

3. The first hard copy of the deliverables for owner's review is not a reimbursable expense.

V. VOLUNTARY MWBE UTILIZATION

A. Voluntary MWBE Goals

The following voluntary Minority and Women Business Enterprises (MWBE) participation goals have been established for this project:

| | |
|------------------------------------|-----|
| Minority Business Enterprise (MBE) | 10% |
| Women Business Enterprise (WBE) | 6% |

Achievement of the goals is encouraged. However, unless required by federal statutes, regulations, grants, or terms referenced in this Agreement, no minimum level of MWBE participation shall be required. The Consultant may contact the Office of Minority and Women Business Enterprises (OMWBE) at (360) 753-9693 to obtain information on certified firms for potential sub-consultants.

The Consultant shall send written notification to State Parks within thirty (30) days following execution of this Agreement, listing MWBE firms intended for use, the tax identification number (TIN) for each firm, and the anticipated dollar value of participation.

Prior to the final payment for services, the Consultant shall furnish a statement, in a form designated by State Parks, of the actual dollars earned by each MWBE firm utilized and the totals earned in each category.

VI. CONDITIONS OF THE AGREEMENT

A. State Parks Responsibilities

1. Upon request, State Parks shall promptly furnish to the Consultant such information and documents within its control and possession to the extent State Parks agrees is necessary for the performance of the services.
2. State Parks shall designate representatives authorized to act in State Parks' behalf. References in this Agreement to "State Parks" shall include the State Parks designated representative. The representatives shall examine the documents submitted by the Consultant, consult with the Consultant on problems as they may arise, coordinate the State Parks' services with those of the Consultant, render decisions and advise the Consultant promptly in order to avoid any unreasonable delay in the progress of the Consultant's work.

B. Consultant's Basic Services

1. The Consultant shall perform the Services as expeditiously as is consistent with the orderly progress of the work and to the degree of professional skill, care, and judgment commensurate with that which is normally exercised by recognized professional firms performing similar services under similar circumstances to the Services required for this Project.
2. The Consultant shall perform the Services in accordance with the schedule specified in Article III., B., Schedule of Performance. It shall be the Consultant's responsibility

to promptly inform State Parks of any deviations from the schedule.

3. The Consultant shall, with State Parks' concurrence, designate any Subconsultants as may be necessary to fully accomplish the Services. Upon request, the Consultant shall furnish to State Parks a copy of the Consultant's contract(s) with its Subconsultants.
4. The Consultant shall cooperate with State Parks and shall coordinate its services with related work performed by State Parks and others.
5. The Consultant shall provide sufficient numbers of copies, as requested by State Parks, of draft and complete final project documents and reports called for in Article III. A., Scope of Services. Such documents and reports shall include, but not necessarily be limited to presentation materials, surveys, studies, drawings, maps, photographs, assessments, calculations, computer program files on electronic media and any other supportive data and materials as State Parks may reasonably require.
6. In the performance of this Agreement, the Consultant shall act as an independent contractor, maintaining full and complete control and responsibility for and over the Consultant's employees.

C. Payments to the Consultant

1. Payments for the Consultant's Basic Services and Additional Services may be made monthly upon submittal to State Parks of the Consultant's invoice for services, in a form designated by State Parks.
2. If the Consultant and State Parks cannot agree to a sum for an additional service, State Parks reserves the right to employ other means to accomplish the work.
3. Payment for Additional Services is subject to the conditions of Article III, C.

D. Successors and Assigns

The Consultant shall not assign, sublet, or transfer this Agreement or any right or interest in this Agreement without the prior written consent of State Parks. Any such assignment made without State Parks' consent shall be voidable at State Parks' option.

E. Non-Discrimination

Except to the extent permitted by a bona fide occupational qualification, the Consultant agrees as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, age, the presence of any sensory, mental, or physical handicap, nor commit any other unfair practice as defined in RCW 49.60. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, gender, marital status, sex, age, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff,

termination, rates of pay or other forms of compensation, and selection for training.

2. The Consultant shall in all solicitation for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental, or physical handicap. The words "equal opportunity employer" in advertisements shall constitute compliance with this Article.
3. The Consultant shall include the provisions of the foregoing paragraphs 1 and 2 in every sub-agreement or purchase order for the goods or services which are the subject matter of this Agreement.
4. In the event of non-compliance by the Consultant with any of the non-discrimination provisions of the Agreement, State Parks shall have the right, at its option, to cancel the Agreement, in whole or in part. If the Agreement is canceled after partial performance, State Parks shall be obligated to pay fair market value or the Agreement price, whichever is lower, for goods or services which have been received and accepted.

F. Termination of Agreement

1. Termination for Cause:
If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the Consultant's obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, State Parks may terminate this Agreement by giving written notice to the Consultant of such termination. The notice shall specify the effective date of termination and shall be given at least five (5) days before that date. Upon receipt of such notice, the Consultant shall perform no further services covered by this Agreement. Upon termination, for cause, all finished or unfinished documents, data, studies, surveys, drawings maps, models, photographs, and reports prepared by the Consultant shall, at the option of State Parks, become State Parks' property. The Consultant shall be entitled to receive just compensation for any satisfactory work completed on such documents and other materials. The Consultant shall remain liable to State Parks for any damages resulting from any breach of this Agreement by the Consultant; and State Parks may withhold reasonable amounts owed to the Consultant as setoff until the amount of damages due State Parks from the Consultant is determined.
2. Termination for Convenience of Consultant:
The Consultant may terminate this Agreement at any time by written notice to State Parks. Upon termination, all finished or unfinished documents and other materials as described in paragraph 1, above, of this Article, shall, at State Parks' option, become State Parks' property. If the Agreement is terminated by the Consultant, the Consultant's Compensation shall be as negotiated between State Parks and the Consultant.
3. Termination for Convenience of State Parks:
State Parks may terminate this Agreement at any time by written notice to the Consultant. Upon termination, all finished or unfinished documents and other

materials as described in paragraph 1, above, of this Article, shall, at State Parks' option, become State Parks' property. If the Agreement is terminated by State Parks under this paragraph, the Consultant shall be paid an amount which bears the same ratio of the total compensation as the services actually performed bear to the total services of the Consultant covered by this Agreement; provided, however, that if less than sixty percent (60%) of the total services covered by this Agreement have been performed upon the effective date of such termination, the Consultant shall also be reimbursed for that portion of the Consultant's actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) directly attributable to the uncompleted services covered by this Agreement.

G. Governing Law

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. The Consultant by execution of this contract acknowledges the jurisdiction of the courts of the State of Washington in this matter.

H. Insurance

Commercial General Liability Insurance (CGL): Consultant 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 ISO CG 25 03 05 09 or 25 04 05 09 (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 Consultant is responsible for ensuring that any sub-consultants provide adequate insurance coverage for the activities arising out of subcontracts.

Business Auto Policy: As applicable, the Consultant 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.

Professional Liability Insurance (also referred to as Errors and Omissions): Agreements requiring professional services such as, but not limited to: engineering design or surveying, architectural services, software services, information technology services, environmental services, real estate management, legal services, or financial advisory services, may require Professional Liability insurance coverage.

If required, Consultant shall provide Professional Liability (E&O) insurance in an amount not less than \$1 Million per claim or wrongful act and \$2 Million in the policy aggregate on a practice policy to cover the Consultant and its employees. Consultant may choose to provide a project specific policy, in lieu of a practice policy, in which case the insurance shall be in an amount not less than two times the project's Maximum Allowable

Construction Cost (MACC) per claim or wrongful act and in the policy aggregate. Sub-consultants retained by Consultant who are performing professional services, shall either be added onto the policy of the Consultant, or, sub-consultant shall provide and obtain a similar policy of Professional Liability insurance coverage that covers the Sub-consultant and its employees. When a self-insured retention (SIR) or deductible exceeds \$25,000, State Parks reserves the right, but not the obligation, to review and request a copy of the Consultant's most recent annual report or audited financial statement. If coverage is to be provided on a claims-made basis, the Consultant shall warrant that any policy retroactive date precedes the effective date of this Agreement. In addition, continuous coverage must be maintained throughout the Agreement and for one year beyond the completion of the Agreement, or the Consultant shall purchase an extended discovery period policy for not less than one year from the completion of work.

I. Indemnification

The Consultant shall defend, protect and hold harmless the state of Washington, State Parks, State Parks' Agents, or any employees thereof, from and against all claims, suits or actions arising from the Consultant's acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark or trade name through use or reproduction of material of any kind, arising out of negligence of the Consultant or its subcontractors, but in the event of concurrent negligence by the indemnitee, then only to the extent of the negligence of the Consultant and its subcontractors. In addition, Consultant waives its immunity under Title 51 RCW to the extent necessary to give this indemnity full effect.

J. Disputes

Except as otherwise provided in this contract, when a bona fide dispute arises between State Parks and the Consultant and it cannot be resolved, either party may request a dispute hearing with the Agent. Either party's request for a dispute hearing must be in writing. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

K. Rights in Data

Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by State Parks. Data shall include, but not be limited to, 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.

Data which is delivered under the contract, but which does not originate therefrom, shall be transferred to State Parks with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Consultant has a right to grant such a license. The Consultant shall exert all reasonable effort to advise State Parks, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. State Parks shall receive prompt written notice of each notice or claim of copyright infringement received by the Consultant with respect to any data delivered under this contract. State Parks shall have the right to modify

or remove any restrictive markings placed upon the data by the Consultant.

L. Deliverable Standards

Drawings:

- In State Parks AutoCAD/Civil 3D version format per Parks Project Representative.
- Furnish CD or USB flash drive in AutoCAD .dwg digital file format and PDF digital file format.
- Furnish final bid drawings in ink, on 20# bond acid free paper, as well as in digital file format.
- Format both hard copy drawings and digital files in 22" x 34" size and 11" x 17".
- Intermediate review drawings may be submitted on 20 lb. bond paper in 11" x 17" size. Submit review drawings at 25%, 60%, and 90% complete. Address State Parks' concerns prior to printing the final bid drawings.
- Format all drawings with current State Parks' standard border.
- Include, with all drawing sets, a current State Parks' standard cover sheet drawing.
- Provide all drafting in accordance with current State Parks' drafting standards (e.g.: line weights/types, layering conventions, lettering types and sizes, scales, digital templates, .ctb, etc.).
- State Parks will furnish its latest drafting standards for use by the Consultant in preparing drawings. State Parks will furnish digital templates for the Consultant to use at their own risk.
- All final printed and digital file drawings will become the property of and be permanently retained by State Parks upon contract completion and need to be reproducible using State Parks' .ctb.

Specifications:

- Prepare and furnish all project specifications in State Parks' current MS Word format (*.docx).
- Produce all technical specifications using CSI MasterFormat 2014 edition format and numbering system, in the form and format as provided in State Parks' standard specification boilerplate. Submit project specifications in both hard copy and e-file versions.
- Include in the final project specification/bid package, standard State Parks' Division 0 and Division 1 sections in addition to the technical sections. General Conditions and Prevailing Wage inserts will be the responsibility of State Parks. State Parks will furnish the latest version of its standard boilerplate sections to the Consultant for filling-in required information and incorporation into the total specification package.
- Submit specifications for review at the same time and level of completeness noted above for intermediate review drawings.

Engineer's Construction Cost Estimate:

Prepare the final Engineer's Cost Estimate and furnish it on State Parks' standard estimate form. State Parks will furnish this form to the Consultant for use in preparing the final estimate.

GIS Standards:

Consultants shall submit all GIS data to Washington State Parks in accordance with the following requirements:

1. GIS data is to be provided to State Parks as ArcGIS 10.x file geodatabase format. Shapefiles may also be accepted if requested by consultant and approved by State Parks.
2. Metadata should include explanations of the meaning of all attribute fields, as well as explanations for the meaning of all values in the fields, where appropriate. Metadata should include a short paragraph in the Description field explaining when the data was collected, known limitations, and anything else that would be helpful to a user of the data. Also include contact information with phone number and email address.
3. The standard projection for State Parks is NAD 83 State Plane South, units in feet (NAD_1983_HARN_StatePlane_Washington_South_FIPS_4602_Feet). All data must be submitted in this projection.
4. Data representing areal features (for example, wetlands) need to be represented as polygons.
5. All polygonal data shall be topologically checked to ensure that there are no unintended gaps or overlaps between adjoining polygons. This can be done in ArcMap by creating a Topology with the rules "Must Not Overlap" and "Must Not Have Gaps".

END OF CONDITIONS

/ / / / /