



## COMPETITIVE SOLICITATION REQUEST FOR BID PROPOSALS

### RFP 325-430 WR Franklin Falls Snow Removal

**BRIEF DESCRIPTION:** The Washington State Parks and Recreation Commission (State Parks) is soliciting proposals from qualified contractors to provide snow removal services for State Parks' Winter Recreation Program at the Franklin Falls Sno-Park, for three (3) parking lots with approximately one hundred (100) total parking spaces, located 2.5 miles up Forest Road 58 from I-90 Exit 47. (Franklin Falls will be replacing the existing Asahel Curtis Sno-Park)

**Bids are due: Thursday, October 31, 2024, by 1:00 PM, PST.**

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**ELECTRONIC BID RESPONSES ONLY:** Bid responses will only be accepted electronically via Email/Email Attachment to [BidBox@parks.wa.gov](mailto:BidBox@parks.wa.gov). (PDF scan encouraged). See Section 5.1 – Submission of Responses for expanded details.

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**Procurement Coordinator:** Jacob Eckmann, [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov)

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

- See also (special communication instructions) §2.1, §2.3, §2.4.

WA State's Official Bid Notification System: Bidders 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. WEBS Registration Information:

<https://des.wa.gov/services/contracting-purchasing/doing-business-state/webs-registration-search-tips>.

WEBS is the system of record for this competition. Alternatively, you can also access the bid documents for reference purposes at [www.parks.wa.gov/contracts](http://www.parks.wa.gov/contracts) by clicking on the State Purchasing link. However, please note that the official channel for notifications and updates is through WEBS and any RFP addenda, amendments or Bidders' questions-&-answers will only be provided to those bidders who have registered with WEBS. Failure to do so may result in a Bidder having incomplete, inaccurate, or otherwise inadequate information.

It is each Bidder' responsibility to fully read and understand all provisions of this RFP. If a Bidder does not fully understand any portion of this RFP, the Bidder should contact the Procurement Coordinator.

It is the responsibility of each Bidder to carefully read, understand, and follow all of the instructions contained in this RFP and all amendments hereto.

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## **1 INFORMATION ABOUT THE PROCUREMENT**

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This section describes the purpose of the competitive solicitation and provides information about this procurement, including the potential scope of the opportunity.

### **1.1 ACQUISITION AUTHORITY**

RCW 79A.05.225 authorizes the Washington State Parks and Recreation Commission to plan, construct, and maintain suitable facilities for winter recreational activities.

Under the authority of RCW 79A.05.225 State Parks may directly negotiate and enter into agreements. While competition is not required it is also not prohibited and State Parks is choosing to perform a competition to help determine which service provider (a.k.a. Contractor) is in the best interest of State Parks.

Duration of Contractual Relationship: State Parks plans a potential 10-year relationship broken into two fixed 5-year terms. Prior to the end of the first fixed 5-year term, State Parks and the awarded contractor will meet to discuss entering into a subsequent 5-year term, but a shorter period is allowed, and this will be accomplished via bilateral and mutual negotiation. Prior to the end of the initial up to 10-year relationship State Parks will engage the public meaning the trail grooming and/or snow removal community via a set of Requests for Information and/or other communication streams to gage if in State Parks opinion there is any meaningful business operations and availability to warrant a new competition. If so, State Parks will compete and if not, a new up to 5-year term with the current contractor will be attempted. Community engagement would be on a similar cycle to gage business operations and availability prior to a new up to 5-year term with the current contractor. This process may continue unless/until State Parks deems it beneficial to compete or the parties are unable to mutually negotiate a new up to 5-year term.

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

### **1.2 PURPOSE OF THE PROCUREMENT – AWARD A CONTRACT**

The Washington State Parks and Recreation Commission's Winter Recreation Program (Agency, State Parks or WSPRC) is seeking proposals from qualified firms to provide snow removal services for Franklin Falls Sno-Park.

The successful proponent will be awarded a five-year contract to provide winter maintenance services as explained in the scope of work for five winter seasons (typically December 1 through March 31), beginning December 1 and ending April 30.

Capacity: Proponents that respond to more than one RFP, or hold existing winter maintenance services contracts, must explain within their responses how they would provide winter maintenance services in more than one area, in the event that they are selected as the successful proponent in more than one area.

Proposals will be evaluated based upon factors that include but are not limited to:

- a) The description of the equipment to be used (with photos).
- b) Equipment failure back-up plan.
- c) The demonstrated proof of ownership or control of the equipment.
- d) The hourly price of each piece of equipment.
- e) Experience of the Bidder.
- f) Plan of operations.
- g) Capacity of the firm to carry out the contract.

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- h) Subcontracting not Authorized Statement and Acknowledgement.
  - i) OMWBE/Small, Veteran and diverse businesses.
  - j) Letters of Reference (fresh set).

The contractor will perform snow removal services at the following sno-parks

Franklin Falls Sno-Park: Directions: I-90 Exit 47, 2.5 miles up Forest Road 58. **\$30,600** was approved for this contract area for the 2024/25 season.

**Please see Attachment A- Parking Area and Attachment B-Aerial Photos, posted separately on WEBS.**

## **BACKGROUND**

Washington State Parks' Winter Recreation Program has been in existence for 40 years and provides access to winter recreational opportunities for thousands of people across the state each winter. These recreational activities include cross-country skiing, snowmobiling, snow biking, snowshoeing, skijoring, dog-sledding, and other snow-based activities carried out on lands owned by or administered by State Parks under agreements with other organizations. Over its life, the program has grown exponentially, and now includes 130 Sno-Park parking areas statewide for motorized and non-motorized trail access. Some Sno-Parks are shared by both motorized and non-motorized uses. Associated with these Sno-Parks are more than 3,000 miles of winter trails that are provided and maintained in cooperation with federal, state, county and local agencies, snowmobile clubs, ski clubs, private landowners and contractors. State Parks has also designated five snow-play areas that are serviced by Sno-Parks, providing access for tubing and other snow-based recreational activities.

The dramatic increase in recreational demand since inception of the program has necessitated an evolving management response to ensure that parking lots are constructed, maintained and plowed, restrooms provided, trails maintained and groomed, signs posted, rules enforced, conflicts resolved, and visitors kept informed. The successful proponent will be providing a valuable service to the public by providing snow plowing and removal services at designated Sno-parks along the I-90 corridor to the East of Snoqualmie Pass.

## **CONTRACT TERM**

The contract term is up to Ten (10) years total with the initial term being up to Five (5) years. Any extension shall be for the same terms and conditions as set forth in this Contract and is contingent upon funding availability and budget. The Contract is subject to earlier termination.

The successful proponent will be required to perform the following work or provide the following services for five winter seasons (typically from December 1 through March 31), beginning December 1, 2024, and ending April 30, 2029.

## **ESTIMATED CONTRACT VALUE**

The budgets for the following winter seasons will be determined in July or August of each year of the contract, based upon available revenues and the annual recommendations of the Snowmobile Advisory Committee (SMAC), and Winter Recreation Advisory Committee (WRAC). PLEASE NOTE: There is no guarantee

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that the funding level available for the coming seasons will be the same as in the past. Funding reductions or increases are possible, and continuation of the contract will be dependent upon the availability of funding.

A maximum of **\$30,600** was approved for this contract area for the 2024/25 season

## **REQUIREMENTS**

Bidder must be registered to do business in the state of Washington (hold a Universal Business Identifier (UBI)). If awarded the contract, the successful bidder must obtain a UBI number within 24 hours to avoid being considered nonresponsive.

### **1.3 WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES**

State Parks will apply the following Washington State procurement priorities and preferences to this Competitive Solicitation which, as set forth in Section 5.3, will impact the evaluation of bids for this Competitive Solicitation:

- Washington Small Business and/or Certified Veteran-Owned Business: 10 points

## **2 DEADLINES, PREBID CONFERENCE, QUESTIONS AND PROCUREMENT SCHEDULE**

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This section identifies important deadlines for this Competitive Solicitation, where to direct questions regarding the Competitive Solicitation, and the process for potential amendments or modifications to the Competitive Solicitation.

### **2.1 COMMUNICATION REGARDING THIS COMPETITION**

All communication should be directed to the State Parks Contracts and Grants Program (CGP) via the Procurement Coordinator's email listed on the face page. Contacting other State Parks staff may result in disqualification. Only responses posted on WEBS are official; all other communications are unofficial and nonbinding. State Parks reserves the right to amend this solicitation.

### **2.2 PREBID CONFERENCE**

Bidders are invited to a virtual prebid conference via Microsoft Teams, where they can ask questions and request changes. Interested bidders must RSVP to [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov) by the date specified in Section 2.5 – Procurement Schedule, with the bid identification number and "RSVP" in the subject line (e.g., "**RFP # RSVP**"). A meeting link will be sent the next day. The conference date and time are also in Section 2.5.

Attendees should not display video and keep their microphones muted if not speaking. If the conference fails or you have additional questions, send them by 3 PM (PST) on the same day. Responses will be posted on WEBS. State Parks is not responsible for technical issues or participation failures. Questions raised at the pre-bid conference and during the Q&A period will be answered and responses posted to WEBS.

State Parks reserves the right to amend and modify this Competitive Solicitation.

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### 2.3 QUESTION AND ANSWER PERIOD

Bidders may ask questions at any time, but responses must be posted on WEBS before the bid's due date to allow bidders to respond. The final day for questions to receive a formal response is in Section 2.5 – Procurement Schedule.

Send questions to [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov) with the bid identification number and "Question" in the subject line (e.g., "**RFP # Question**"). Only responses posted on WEBS are official; all other communications are unofficial and nonbinding.

### 2.4 COMPLAINT PERIOD

Bidders should first address concerns during the Question-and-Answer period. If a complaint is necessary, refer to Section 2.5 – Procurement Schedule for the Complaints Period. Complaints outside this period will not be considered. Send complaints to [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov) with the bid identification number and "Complaint" in the subject line (e.g., "**RFP # Complaint**"). Failure to mark correctly may result in the complaint being missed. Responses will be posted on WEBS; only these responses are official.

Bidders must follow these procedures for complaints to be considered. Complaints must be in writing, sent to the Procurement Coordinator before the deadline, to the specified email address, and with the correct subject line. The complaint must state its basis and propose a 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.

## 2.5 PROCUREMENT SCHEDULE

Any stated time is Pacific Time Zone (local time).

| Activity   | Due Dates   | Time                        |
|--|---|-----------------------------|
| RSVP Prebid Conference                           | <b>10/09/2024</b><br>See additional details in Section 2.2 – Prebid Conference.   | COB                         |
| Prebid Conference                                | <b>10/10/2024</b><br>See additional details in Section 2.2 – Prebid Conference  | 10:30AM-11:00AM<br>PST      |
| Question Period                                  | <b>09/17/2024-10/12/2024</b><br>See additional details in Section 2.3 – Question and Answer Period.   | NA                          |
| Answer Period                                    | <b>10/13/2024-10/18/2024</b> , anticipated but may take longer. All Answer Responses will be posted on WEBS. See Section 2.3 – Question and Answer Period   |                             |
| Complaint Period                                 | <b>10/19/2024 – 10/24/2024</b><br>See additional details in Section 2.4 – Complaint Period. Complaints received before or after the Complaint period will not be considered.  | NA                          |
| Bidder's Response – <b>Deadline</b>              | <b>10/31/2024</b><br>See also: Section 4 - Responses – Required Content, Format, and Scoring. See also Section 4.1 Checklist of Required Submittals   | <b>1:00PM</b><br><b>PST</b> |
| Oral Presentations                               | The Oral Presentation criteria and instructions will be provided by email to the short-listed firms, if needed. (OPTIONAL)  |                             |
| Announcement of Apparent Successful Bidder (ASB) | After the Bid's due date (deadline to submit bid responses) and following the evaluation, the state will Announce the Apparent Successful Bidder (ASB). See additional details in Section 7.1 – Announcement of Apparent Successful Bidder. |                             |
| Debriefing of Bidders                            | The Bidder wanting a Debrief must request a Debrief within three business days following the day of the Announcement of Apparent Successful Bidder (ASB). See additional details in Section 7.3 – Debriefing of Bidders                     |                             |
| Protest  | The DEBRIEFED Bidder wanting to submit a protest must submit a Protest within five business days following the day of the Debrief. See additional details in Section 7.4 - Protests   |                             |



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### **3 SPECIAL TERMS**

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This section outlines special terms for this Competitive Solicitation that bidders will need to review and adhere to in order to comply with the requirements.

#### **3.1 ADVANCED PAYMENT PROHIBITION**

Payment is based on provided goods and services only, following proper documentation and invoicing. No payment will be made for non-designated goods or services. Per Washington's Constitution Article 8, Section 5, progress payments are allowed, but no payment will be made before work is completed, delivered, and accepted. This includes deposits and security deposits.

#### **3.2 BUSINESS STRUCTURE & EMPLOYEES (Compliance with Law)**

State Parks may require proof that your firm is legally licensed and compliant with all business and employee-related laws, including taxes, licenses, and employee insurance, during bid evaluation, contract execution, or the contract's duration. State Parks may contact any necessary entity to validate compliance. Additionally, they may require information verifying your business structure and employment status. Failure to provide timely information may result in bid rejection or contract termination. Non-compliance with laws and regulations may also lead to bid rejection or contract termination. Information is available from state agencies such as the Department of Revenue, Labor and Industries, Secretary of State, and Employment Security Department.

#### **3.3 THE RESULTING CONTRACT AND ITS TERMS AND CONDITIONS**

A sample contract is provided at the end of the competition document to help bidders understand State Parks' typical terms and conditions. Any resulting contract will include these terms and conditions. Bidders should review the sample, assess the risks and rewards, and bid accordingly. Selected bidders (Apparent Successful Bidders or ASB) often try to negotiate terms, but such negotiations will likely not be entertained. Bidders should consider all risks when forming their bid response. The sample contract includes the Task Order example form that seasonal work will be distributed on.

Each Bidder's submission of its Response confirms that Bidder's consent to these terms and conditions.

### **4 RESPONSES - REQUIRED CONTENT, FORMAT, AND SCORING:**

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This section describes the information required for the Competitive Solicitation and outlines how your bid will be scored. Additionally, bidders must review and adhere to the Competitive Solicitation requirements, including those detailed in the exhibits, which specify the information that must be provided for a bid to be considered responsive.

#### **4.1 CHECKLIST OF REQUIRED SUBMITTALS**

The following list in the table in this subsection identifies the content that must be included in each responsible submission (Bidder's bid response). Any response that does not contain all of these items may be rejected as non-responsive. Each item is discussed in more depth in the sections following the Table.

| # | Submittal   | Scored by Points and/or Low Price and/or Pass/Fail | For Reference: See Appendix Or Section          | Bidder Mark if Provided (failure to provide as instructed may result in bid rejection) |
|---|---|--|---|--|
| 1 | Bidder's Certifications (form provided, must be signed)   | Pass/Fail  | Appendix A, Section 4.2<br>Section 9.1          |  |
| 2 | Bidder's Profile (form provided)  | Pass/Fail  | Appendix B, Section 4.3<br>Section 9.2          |  |
| 3 | Hourly Price (Self-Authored)  | Up to 30 points                                    | Appendix C, Section 4.4<br>Section 9.3          |  |
| 4 | Project Approach list and description of equipment with photos, back up plan for equipment failure, proof of ownership/control of equipment (self-authored) | Up to 30 points                                    | Appendix C Part 2<br>Section 4.5<br>Section 9.3 |  |
| 5 | Project Management experience, plan of operation, capacity of the firm to carry out the contract, subcontracting not authorized (Self-Authored)             | Up to 30 points                                    | Appendix C Part 3<br>Section 4.6<br>Section 9.3 |  |
| 6 | Washington Small Business and/or Certified Veteran-Owned Business (self-authored)   | 10 points  | Section 4.6<br>Section 5.3                      |  |
| 7 | Letters of References (form provided)   | Pass/Fail  | Appendix D, Section 4.7<br>Section 9.4          |  |

**Total points available are 100, with a minimum of 60 points required for a bid to be considered responsive.** If a Washington Small Business or Certified Veteran-Owned Business does not meet the minimum points, the bid will be deemed non-responsive and rejected.

The table serves multiple purposes:

1. Specifies the submittals bidders must provide to State Parks in their bid response.
2. Acts as a checklist to ensure all required materials are included.
3. If State Parks does not provide a form, the bidder must "self-author" a response to fulfill the requirement.

The table also indicates whether submittals will be scored based on points, low price, or pass/fail and provides a courtesy reference linking the submittal to other sections of the document.

General Evaluation Continuum

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

**4.2 (APPENDIX A) – BIDDER’S CERTIFICATIONS, ASSURANCES, AND WAIVER**

A FORM is provided for this part of your bid response. See APPENDIX A – Bidder’s Certification, Assurances, and Waiver.

The Certifications must be executed as written in Appendix A. Failure to execute the Appendix in its official form will result in the Bidder’s Proposal being disqualified.

Appendix A – Bidder’s Certifications is evaluated on a pass/fail basis.

The certification **must** be signed and submitted by a duly authorized representative for the bidder.

**4.3 (APPENDIX B) – BIDDER’S PROFILE**

A FORM is provided for this part of your bid response. See APPENDIX B – Bidder’s Profile.

The Bidder’s Profile provides general information about the bidder and/or its corporate entity. It is important to fully read the Bidder’s Profile, as there may be additional pages that the bidder must self-author and attach, depending on the bidder’s response.

Appendix B – Bidder’s Profile must be substantively completed and is evaluated on a pass/fail basis.

Note: The Bidder’s Profile must be complete. Where there are choices, the bidder **must** check a box.

**4.4 (APPENDIX C) PART 1 – HOURLY RATE SCHEDULE (30 POINTS POSSIBLE)**

Bidder this part of your bid response is self-authored by you, no form is provided.

Bidder provide a Quote for the hourly cost of each piece of equipment that you are proposing to use to perform the required services. This cost is **all inclusive**, including but not limited to: snow removal, fuel, equipment repair, and maintenance costs, equipment storage and transport costs, and any other costs associated with this contract. Cost of Living Adjustments (COLAS), and any fuel cost increases will **NOT** be considered, please include these costs in your hourly rate equipment cost above.

WSPRC suggest that you display this information as a lined table (columns and rows). However, it is displayed, it must be marked to align with the Equipment List.

Rate Schedule Note: In the resulting contract the initial Rate Schedule shall be as bid for at least that same calendar year. Thereafter, the Contractor may request a change to the

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Rate Schedule once per calendar year. If the new Rate Schedule is not adopted or approved by State Parks, the Contractor must complete any existing task order obligations, need not accept future different task orders and request a Termination for Convenience following the conclusion of the then current task orders. *Reminder: Rate Schedules are an up to value. Be mindful that if a Rate Schedule is adopted and approved by State Parks it may none-the-less make your services unattractive or cost prohibitive when compared to other convenience use contractors.*

**SCORING CRITERIA:**

Using the Bidder's self-authored rate schedule, the document will be evaluated as pass/fail. There are many reasons a Rate Schedule might fail, including but not limited to:

- Lacking detail.
- Hourly rates deemed too far outside the norm.

**4.5 APPENDIX C-PART 2-PROJECT APPROACH**

(30 points possible)

**A) LIST AND DESCRIPTION OF EQUIPMENT (WITH PHOTOS)**

Bidder this part of your bid response is self-authored by you, no form is provided.

Bidder list and describe equipment proposed to be used to provide required services, (including manufacturer, model, age, engine hours, etc.) **INCLUDE PHOTOS** (which do not need to be glossy originals but can be copies as long as they are of good quality, clear and in color).

Bidder please be clear how you assemble and group this information. You may provide more than one photo per piece of equipment, but the evaluators need to be able to align and understand the information. Please clearly segment and mark each piece equipment and its accompanying photo(s) as #1, #2, #3 or Equip 1, Equip 2, Equip 3, or some similar type of alpha-numerical designation. Clear designation will be important in aligning the equipment to the Hourly Costs part of the bid response.

**B) BACK-UP PLAN FOR EQUIPMENT FAILURE**

Bidder this part of your bid response is self-authored by you, no form is provided. Bidder explain your back-up plan should your equipment fail.

**C) PROOF OF OWNERSHIP/CONTROL FOR THE EQUIPMENT LISTED**

Bidder this part of your bid response is self-authored by you, no form is provided. Bidder for each piece of equipment you've listed in the section above include proof of ownership and/or control. Proof may be in the form of vehicle titles, bills of sale, receipts, purchase agreements, statements of ownership. Please mark these documents as you did for the list of equipment (with photos) and make sure they align with each other.

**4.6 APPENDIX C-PART 3-PROJECT MANAGEMENT** (30 POINTS POSSILBE)

A) Experience: Bidder this part of your bid response is self-authored by you, no form is provided. Bidder describe your experience providing like services in the past, including where you have snow removal, and what type of equipment you have operated.

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- B) Plan of Operation: Bidder this part of your bid response is self-authored by you, no form is provided. Bidder give a detailed description of your proposed plan of operation, including: where your plowing equipment will be stored and staged during the contract season; and an explanation of the personnel that will operate the plowing equipment, including a description of their experience. The Plan of Operation is your opportunity to explain your knowledge of the most important elements of snow removal. It must also explain your familiarity with this snow removal, your understanding of the challenges of plowing in this area, and how you will address the challenges of this area. Please note: If the equipment you are proposing to use is already in use to perform services at another location, or if you are a current contractor for other snow removal contracts, you must explain in your Plan of Operation how you intend to utilize the same equipment at different locations, or if you can deploy other equipment that you possess.
- C) Capacity to Carry out the Contract: Bidder this part of your bid response is self-authored by you, no form is provided. Bidder please address and explain your capacity for carrying out this contract. Explain your current contract obligation(s) and your desire (if any) to secure other contracts. Explain how you will manage the current and desired workload to ensure this contract will not suffer in anyway.
- D) Subcontracting Not Authorized: Bidder this part of your bid response is self-authored by you, no form is provided.

Bidder the resulting contract will not authorize subcontracting unless approved in writing by Washington State Parks and Recreation Commission (WSPRC). However, the Bidder must provide a bid response that is capable of performing the contract without the use of subcontracting.

Bidder, as part of your bid response, provide a statement that you understand that subcontracting is not authorized unless approved in writing by WSPRC and that your bid response is not contingent or dependent upon subcontracting, and that if awarded a contract, your firm is fully capable of carrying out the contract without the use of subcontracting.

**Bidder: if this is not part of your bid response, your bid may be considered non-responsive by WSPRC.**

#### 4.7 (APPENDIX D ) LETTERS OF REFERENCE (PASS/FAIL)

Bidder this part of your bid response requires you to submit letters of reference from other parties, no form is provided.

Bidder must provide at least **THREE** Letters of Reference **WITH FRESH DATES** (approximately within 90 days of the competition's posting date).

Provide current professional references of your work experience performing snow removal services' services as recognized by: winter recreation clubs; state or national associations; land managers; government agencies and other organizations; other contractors; other companies; community officials; and others with direct knowledge of your skills and abilities performing snow removal services. WA State Parks and Recreation Commission staff cannot act as a reference in this situation.

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The objective of references is to gauge the Responsibility of the bidder. WSPRC 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.

#### 4.8 WASHINGTON SMALL BUSINESS AND/OR CERTIFIED VETERAN-OWNED BUSINESS

Bidder this part of your bid response is self-authored by you, no form is provided.

- **Title this “4.6 WA Small Business/Veteran Owned Business Certification”.**

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

Include proof of certification issued by the Washington State Department of Veteran Affairs or self-certify as a small business through WEBS at the time of competition. You may also include proof of certification from the Washington State Office of Minority & Women’s Business Enterprises (OMWBE), though no points will be awarded for OMWBE certification. If you are a small business registered in Washington’s Electronic Business Solution (WEBS), we will verify your registration to determine eligibility.

This part of the bid response is **scored 10 points**.

### 5 RESPONSES – PREPARATION, SUBMISSION REQUIREMENTS AND PREFERENCES

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This section identifies how to prepare and submit your bid for this Competitive Solicitation. By responding to this Competitive Solicitation and submitting a bid, bidders acknowledge having read and understood the entire Competitive Solicitation and accept all information contained within this Competitive Solicitation.

#### 5.1 SUBMISSION OF RESPONSES

Bids must be complete, legible, signed, and follow all instructions stated in the Competitive Solicitation (including the appendices, and exhibits). Unless otherwise specified in writing by documents included with an electronic bid must be prepared in MS Word, MS Excel, or Adobe PDF. Where required to do so, bidders may sign using either a physical or electronic signature.

Bidder’s electronic bid must be emailed to the Procurement Coordinator at the following email address: [BidBox@parks.wa.gov](mailto:BidBox@parks.wa.gov). The email subject line should include the bid identification number, "Bid," and your company name (e.g., "**RFP # Bid ACME**"). Ensure the email, including attachments, is less than 30MB. It’s recommended to keep it under 25MB. Zipped files are not accepted. All responses and any accompanying documentation become the property of State Parks and will not be returned.

State Parks will send an automatic acknowledgment of bid receipt. This acknowledgment does not determine the bid’s responsiveness. If the bidder does not receive an acknowledgment within a reasonable time, it is the bidder’s responsibility to contact State Parks for confirmation.

**VERIFICATION:** Bidders are welcome to contact the State Parks Contracts and Grants Program team (CGP) to see if your bid response was received, however, this process works best if there’s enough time between the date and time submitted and the bid’s due date deadline. Send verification requests to:

The email subject line should include the bid identification number, "Verification," and your company name (e.g., "**RFP # Verification ACME**")

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

***--- Late submissions will be considered non-responsive and may be rejected. ---***

## **5.2 RESPONSE LAYOUT REQUIREMENTS**

The Bidder's bid response should be logically assembled so that the evaluators can easily understand what they are reading and relate what they are reading back to the competition document's requirement. Evaluators appreciate landmarks or references using the competition document's section numbers and section titles. One mistake that Bidders make is that they have a previously prepared statement or materials that don't precisely relate to the competition document's individual requirement (it wasn't tailored or designed for the requirement), or that the previously prepared statement (or material) is supposed to relate to two or more requirements of the competition document. That can be confusing and may result in a negative impact to the evaluation of the Bidder's bid response.

NOTE: If evaluators cannot easily identify the statement/material or cannot easily link it to the competition's section reference, requirement, or question the statement/material may be misunderstood, disregarded, or may negatively impact the evaluation of the response.

## **5.3 WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCE**

The following Washington State procurement priorities and preferences apply to this Competitive Solicitation:

**WASHINGTON SMALL BUSINESSES AND/OR CERTIFIED VETERAN-OWNED BUSINESSES.** In furtherance of Washington's business inclusion goals State Parks will evaluate bids for best value and will provide a bid preference in the amount of 20 points to any bidder who certifies.

- **WASHINGTON SMALL BUSINESS.** Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, Bidder must meet three (3) requirements:
  - Location. Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.
  - Size. Bidder must be owned and operated independently from all other businesses and qualify as one of the following:
    - Bidder Qualifies as a Small Business – i.e.,
    - Bidder has fifty (50) or fewer employees; or
    - Bidder has an annual gross revenue of less than \$7,000,000 as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three (3) consecutive years.
    - Bidder Qualifies as a Mini business – i.e., Bidder has an annual gross revenue of less than \$3,000,000, but \$1,000,000 or more, as reported on

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Bidder's federal income tax return or its return filed with the Washington State Department of Revenue.

- Bidder Qualifies as a Microbusiness – i.e., Bidder has an annual gross revenue of less than \$1,000,000 as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue.
- WEBS Certification. Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution (WEBS).
- **CERTIFIED VETERAN-OWNED BUSINESS**. Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:
  - 51% Ownership. Bidder must be at least fifty-one percent (51%) owned and controlled by:
    - (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
    - (b) A person who is in receipt of disability compensation or pension from the department of veterans affairs; or
    - (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
  - Washington Incorporation/Location. Bidder must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
  - WEBS Certification. Bidder must have certified its Veteran-Owned Business status in Washington's Electronic Business Solution (WEBS).
  - WDVA Certification. Bidder must have provided certification documentation to the Washington Department of Veterans' Affairs (WDVA) and be certified by WDVA and listed as such on WDVA's website (WDVA – Veteran-Owned Businesses)



## 6 EVALUATION AND AWARD

This section identifies how bids for this Competitive Solicitation will be evaluated.

### 6.1 ORAL PRESENTATION (OPTIONAL)

Oral presentations, if deemed necessary by State Parks, may be used to select the winning response. State Parks reserves the right, at its sole discretion, to invite the top-scoring firms from the written evaluation to participate in an oral presentation. The top-scoring firms will be contacted to schedule a date, time, and location for the presentation. All key personnel must participate in the oral presentation. The Procurement Coordinator will reach out to the bidder(s) to arrange a date and time and will provide further instructions. Any commitments made by the Contractor during the oral presentation will be considered binding.

There will be a maximum of 100 points awarded based on bidder's demonstration. All points will be cumulative. The oral presentation will determine the apparently successful bidder.

### 6.2 ORAL PRESENTATIONS EVALUATION CRITERIA (OPTIONAL)

| Oral Presentation Evaluation Criteria        | Maximum Possible Point Total |
|--|------------------------------|
| Organization:<br>- Management Plan           | 25 points                    |
| Project Management:<br>- Project Scheduling  | 25 points                    |
| Expertise<br>- Understanding of this project | 25 Points                    |
| Experience<br>- Relevant Past Projects       | 25 Points                    |
| <b>TOTAL:</b>                                | <b>100 Points</b>            |

Points for Oral Presentation 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) |
|--|--|---|--|---|--|

### 6.3 BID RESPONSIVENESS

All Responses received by the stated deadline will first be reviewed by the Procurement Coordinator to ensure that the Responses appear to contain the information required in this competition document. Only Bid Responses that meet the requirements will be forwarded for further substantive review. Any Response that does not appear to contain all of the required information or any Bidder who does not meet the mandatory qualifications will be rejected as non-responsive and will be removed from further evaluation. However, the

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Procurement Coordinator has the right to waive minor informalities, and/or seek clarification if confused provided that neither alters the content of the Response. A bidder's failure to provide requested clarification within five (5) business days may result in disqualification.

State Parks reserves the right to: (1) Waive any informality (State Parks reserves the right to determine the actual level of Bidders' compliance with the requirements specified in this competition and to waive informalities in a bid). An informality is an immaterial variation from the exact requirements of the competition, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured.; (2) Reject any or all bids, or portions thereof; (3) Cancel the Competitive Solicitation and may re-solicit bids; and/or (4) Negotiate with the lowest responsive and responsible Bidder(s) (or Bidder with the most points) to determine if such bid can be improved. If, after a reasonable period of time, State Parks, in its sole judgement, cannot reach agreement on acceptable Contract terms with such bidder, State Parks may suspend negotiations and undertake negotiations with the next highest scored responsive, responsible bidder as determined by the evaluations.

#### **6.4 BIDDER RESPONSIBILITY ANALYSIS**

For responsive bids, State Parks must determine whether the bidder is a 'responsible bidder.' In determining bidder responsibility, State Parks must consider the following statutory elements:

- a) The bidder's ability, capacity, and skill to perform the contract or provide the service required;
- b) The bidder's character, integrity, reputation, judgment, experience, and efficiency;
- c) Whether the bidder can perform the contract within the time specified;
- d) The bidder's performance quality pertaining to previous contracts or services;
- e) The bidder's compliance with laws relating to the contract or services;
- f) Whether, within the three-year period immediately preceding the date of the Competitive Solicitation, the bidder has been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW; and
- g) Such other information as may be secured having a bearing on the decision to award the Contract.

See RCW 39.26.160(2)(a)-(g). In addition, State Parks may consider the following:

- Best Value Criteria:
  - a) Whether the bid satisfies the needs of the state as specified in the solicitation documents;
  - b) Whether the bid encourages diverse contractor participation;
  - c) Whether the bid provides competitive pricing, economies, and efficiencies;
  - d) Whether the bid considers human health and environmental impacts;
  - e) Whether the bid appropriately weighs cost and noncost considerations; and
  - f) Life-cycle cost.

See RCW 39.26.160(3)(a)-(f).

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- Financial Information: State Parks may request financial statements, credit ratings, references, record of past performance, clarification of bidder's offer, on-site inspection of bidder's or subcontractor's facilities, or other information as necessary to determine bidder's capacity to perform and the enforceability of bidder's contractual commitments. Failure to respond to these requests may result in a bid being rejected as non-responsive.
  - References: State Parks reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible.

#### **6.4.1 REJECTED BIDS/BIDDERS & REJECTION NOTIFICATION & REJECTION RESPONSE**

This Rejection Response process is not governed by Washington's Administrative Procedures Act (APA), RCW 34.05, nor does it confer any additional rights above and beyond what the Bidder already enjoys as a taxpayer. The purpose of this process is to allow State Parks to correct evaluation process errors and problems before a contract is executed.

State Parks will perform a preliminary evaluation which is largely procedural. See Section 6.7.1 - Preliminary Evaluation (Procedural) and all of this section's subparts.

If State Parks determines that a bid or Bidder must be rejected under 6.7.1 and/or subparts, State Parks will send a rejection notification to the email address provided by the Bidder in the Bidder's Profile form (Appendix B). State Parks bears no responsibility for any issue or technological issue preventing actual receipt of the notification to the rejected Bidder.

**Two Business-day Response Period:** The Bidder may refute the rejection. The rejected Bidder must respond to the rejection within two (2) business-days following the day of rejection notification.

- The Bidder's Rejection Response **must be sent to** [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov).
- Subject line must include the bid's identification number and "Rejection". See the first page or footer for the bid's identification number. (e.g., "**RFP # Rejection**")
- The Bidder must explain how and why State Parks erred in rejecting the Bidder's bid under Section 6.7.1 - Preliminary Evaluation (Procedural).

State Parks will consider the rejected Bidder's response, and if in State Parks' opinion, it determines error on our part, the bid will be moved forward to further evaluation. If State Parks determines it did not err, the bid will not be moved forward for evaluation.

The process detailed in this section does not supersede or displace the DEBRIEF process or PROTEST process. A Bidder may after the Announcement of Apparent Successful Bidder is announced, request a Debrief, and a Debrief is a prerequisite for a Protest. See Section 7.3 – Debriefing of Bidders and Section 7.4 – Protests for expanded details about the process and what State Parks will recognize as legitimate.

#### **6.5 GENERAL EVALUATION PROVISIONS**

The evaluation process is designed to award a contract to the Bidder with the best value based on the selected evaluation criteria.

Evaluations of subjective material will likely be conducted by the customer program requiring the goods/services or an evaluation team. State Parks has sole discretion over the selection

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of evaluators and will make such selections based on each potential evaluator's availability, knowledge, skills, and experience with the subject matter. Evaluator(s) will independently grade and score or consensus score the Bidder's material based on their own independent judgment, and in accordance with the format noted herein for each respective requirement. Evaluator(s) will only evaluate the material contained in the Responses and will not incorporate outside material into their determinations. The evaluator(s) has sole discretion over his or her final scores.

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

## **6.6 EVALUATION OF COMPLETION BY DATE**

State Parks reserves the right to require that the Apparent Successful Bidder (ASB) provide within three (3) business days after request, satisfactory evidence of ability to have the services performed and completed by: not used. Failure to provide satisfactory evidence may be grounds for submittal rejection.

## **6.7 EVALUATION STEPS**

### **6.7.1 Preliminary Evaluation (Procedural)**

- a) Did the bid response arrive by the due date (deadline) to the proper location? Pass/Fail.
- b) Did the Bidder, on behalf of the Bidder's Firm, appear to bind the company to the commitment of the competition (manifestation of assent)? Pass/Fail. Acceptable manifestations of assent may include:
  - Is the bid signed by an individual (a person and NOT a group or team) electronic, with a wet-ink signature albeit provided as a PDF scan, photo, or other similar visual copy representation?
- c) Did the Bidder appear to provide and complete the information requested? Pass/Fail.
- d) Does the Bidder appear to accept the State Parks terms and conditions without reservation? Pass/Fail.
- e) Does the Bidder, under penalty of perjury, certify it is not a Wage violator (see Certification - Wage Theft Prevention)? Pass/Fail.
- f) Does the Bidder, under penalty of perjury, certify it supports worker's rights (see Certification - Supporting Workers' Rights)? Pass/Fail.
- g) If submittals were required, were the submittals provided and do they appear to be complete so that the bid could be compared to other conforming bids? Pass/Fail.
- h) If any bid is rejected at this stage, send a Rejection Letter to the Bidder's email address provided by the Bidder in Appendix B – Bidder's Profile. See also Section 6.4.1 – Rejected Bids/Bidders & Rejection Notification & Rejection Response. Allow the Rejection process to run its course and then for all remaining responsive bids, advance the bid(s) to Section 6.7.2 – Substantive Evaluation: Phase 1.

### **6.7.2 Substantive Evaluation: Phase 1**

- a) Preferences and penalties: Preferences and penalties that are required by law, rule, or competition document will be applied to bid pricing. 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.*

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- Determine Reciprocity under [RCW 39.26.271](#), [WAC 200-300-075](#), [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.
  - Determine Polychlorinated Biphenyls (PCB)
- b) If submittals were required, were the submittals provided and were they materially complete so that the material aspects of the bid response can be compared to other conforming bids? Pass/Fail. If a points methodology is being used instead of a pass/fail methodology, then determine the points.
  - c) Determine the low bid; use subtotal value. If a points methodology is being used instead of low bid methodology, then determine the points.
  - d) References: If not waived by State Parks, do the references reflect good customer service and good product quality, and no meaningful apprehension from using this Firm in the future? Pass /Fail. If a points methodology is being used instead of a pass/fail methodology, waiver is not allowed, State Parks must determine the points.
  - e) Responsibility of the Bidder: In determining the responsibility of the Bidder, State Parks may also consider: [RCW 39.26.160 Bid awards—Considerations—Requirements and criteria to be set forth—Negotiations—Use of enterprise vendor registration and bid notification system](#). If considered then Pass/Fail.
  - f) Upon determining the lowest priced responsive and responsible Bidder (or responsive and responsible Bidder with the most points), perform the Announcement of ASB UNLESS the Substantive Evaluation: PHASE 2 (optional) is used.

### **6.7.3 Substantive Evaluation: Phase 2 (Optional)**

- a) Following PHASE 1 if State Parks so chooses the lowest priced responsive and responsible Bidder (or responsive and responsible Bidder with the most points) may be required to appear in some form and/or present additional materials to validate to the State Parks that the services or items offered meets the State Parks' needs and meets all other competition terms & conditions. If State Parks requests materials it deems necessary to validate the services or item offered, the materials must be provided within five (5) business days or face possible elimination. The Bidder WILL NOT be allowed to materially change its bid response and the examination will be limited to the validation of the item and/or services offered. If State Parks in its sole discretion determines that the Bidder's bid does not meet the State Parks needs and/or other competition terms & conditions, the Bidder's bid response will be rejected and the next lowest responsive and responsible (or responsive and responsible Bidder with the most points) bid response may be considered. This process may repeat itself until an Apparent Successful Bidder (ASB) is determined or the competition is cancelled.
- b) Upon determining the lowest priced responsive and responsible Bidder (or responsive and responsible Bidder with the most points), perform the Announcement of ASB.

## **6.8 SELECTION OF APPARENT SUCCESSFUL BIDDER**

Note: The Bidder meeting all responsive criteria and having the lowest costs (or, highest final cumulative score) will be selected as the Apparent Successful Bidder (ASB).

State Parks will notify the Apparent Successful Bidder, and the non-successful Bidders, via email to the address provided in the Bidder's Profile – Appendix B - Primary Contact Person for Questions/Contract Negotiations.

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## 7 ANNOUNCEMENT OF ASB, PUBLIC DISCLOSURE, DEBRIEF, AND PROTESTS

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This section provides information about the announcement of the apparent successful bidder, public disclosure, and details the applicable requirements for complaints, debriefs, and protests.

### 7.1 ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER (ASB)

Following the bid evaluation, State Parks will announce to all bidders the Apparent Successful Bidder (ASB) via email to the address provided in the Bidder's Profile - Appendix B. The Announcement of ASB starts a clock, and it is the bidder's responsibility to provide a working email. State Parks accepts no responsibility for the bidder's actual receipt of the Announcement of ASB.

The Announcement of Apparent Successful Bidder means State Parks currently believes the ASB is the lowest cost responsive and responsible bidder (or the bidder with the most points), but it is not a guarantee of a contract, State Parks Purchase Order, or purchase. State Parks reserves the right to reevaluate the ASB's bid to confirm it is as responsive, responsible, and successful as initially thought. ASBs should not commit funds, resources, or effort before receiving an executed contract and/or State Parks Purchase Order. Any premature action taken before contract execution is at the bidder's own risk and may result in no contract being executed if it causes disruption for State Parks.

Following the announcement of the ASB, bidders may request a debrief conference. The bidder will have a short period to request the debrief conference, which is a mandatory prerequisite for any bidder desiring to protest the award.

### 7.2 PROCUREMENT RECORDS DISCLOSURE

Procurement records for this competition cannot be released or viewed until after the Announcement of Apparent Successful Bidder (ASB); see Section 7.1 – Announcement of Apparent Successful Bidder. A Bidder may request copies of the competition records, including the solicitation and evaluation documents, or may inspect the competition records.

State Parks has a [Public Records Officer](#) and webpage for this purpose. If you'd like copies of these records, please click on the link(s) below for agency instructions.

- [Public Records Request Info](#)
- [Public Records Center](#)

When completing your request, it is helpful to identify it clearly to avoid delays. The email subject line should include the bid identification number and project name (e.g., "**RFP # Procurement Name**")

### 7.3 DEBRIEFING OF BIDDERS

Following the Announcement of Apparent Successful Bidder, an unsuccessful bidder may request a debriefing conference. The request for a debriefing conference must be received by the Procurement Coordinator within **three (3) business days** following the day of the Announcement of Apparent Successful Bidder. State Parks will then schedule a debriefing conference to review the bidder's bid (not other bids).

#### 7.3.1 How To Request A Debrief Conference

Requests for debriefs should be addressed to the Procurement Coordinator via email to [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov). The email's subject line must include the competition's number and the word "Debrief." (e.g., "**RFP # Debrief**") Failure to mark the email as instructed may result in the debrief being overlooked or misunderstood.

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### **7.3.2 Debrief Meeting, Discussion, And Delay**

Discussion will be limited to critiquing the requesting bidder's response. Comparisons with other responses or evaluations will not be allowed. Debriefing conferences, scheduled for a maximum of 30 minutes, may be conducted in person, via teleconference, or by phone. State Parks intends to hold all debriefings within a few days of the Announcement of Apparent Successful Bidder. The requesting bidder must have a representative available if they are unavailable. Bidders not available for the scheduled debriefing forgo their opportunity for debriefing and filing a protest (see section titled Protests).

### **7.3.3 Debrief Is A Prerequisite For Protest**

A Debriefing Conference is a prerequisite to Protesting the Competition.

## **7.4 PROTEST**

### **7.4.1 General:**

This protest process is not governed by Washington's Administrative Procedures Act (APA), RCW 34.05, and does not confer any additional rights beyond those the bidder already has as a taxpayer. The purpose of this process is to allow State Parks to correct evaluation process errors and problems before a contract is executed.

Only a bidder who has participated in a debriefing conference may file a protest regarding this competition. The bidder must strictly adhere to the protest process outlined herein; failure to do so may result in a summary determination that the protest is without merit, without an opportunity to cure.

### **7.4.2 Form And Content:**

All protests must:

- Be in writing.
- The protest must state and clearly articulate the grounds for the protest (see Section 7.4.3 – Content Limitations and 7.4.5 – Grounds Which May Be Protested) with specific facts and complete statements of the action(s) being protested.
- A description of the relief or corrective action being requested should also be included.
- All protests shall be addressed to the Procurement Coordinator.

### **7.4.3 Content Limitations:**

State Parks does not currently mandate any page limitation. However, the protest must be clearly articulated, succinct, organized, logical, and professional.

State Parks will summarily reject protests that:

- fail to state and clearly articulate at least one of the three GROUNDS provided in Section 7.4.5 – Grounds Which May Be Protested;
- contain rants, attacks, and/or disparaging or abusive remarks;
- include multiple attachments or references to material (document dumping, document overload); OR,
- appear to require the reader to weigh through voluminous amounts of material to verify the argument being made or piece together voluminous amounts of material to decipher the argument being made.

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#### 7.4.4 Submission Of Protests

All protests must be submitted within five (5) business days after the day of the debriefing conference. Bidders must send all protests to [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov). The email's subject line must include the competition's number and the word "Protest." (e.g., "**RFP # Protest**") Failure to mark the email as instructed may result in the protest being overlooked or misunderstood and not considered. Include the name of the protesting bidder, mailing address, phone number, and the name of the individual responsible for the submission of the protest.

#### 7.4.5 Grounds Which May Be Protested

- Conflict of Interest on the part of State Parks staff.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document.

Protests will be rejected as without merit if they do not clearly and convincingly meet one of the GROUNDS above and/or seems to address issues such as:

- An evaluator's professional judgment on the quality of a response, or
- State Parks' assessment of its own and/or other agencies' needs or requirements, or,
- Issues, concerns, or requests for changes that could have been addressed during the Question-and-Answer Period, Complaint Period, or by a bidder rejected under Section 6.4.1 but failed to use the Rejection Response period timely.

#### 7.4.6 Manager Assignment And Review

Upon receipt of a protest that meets the requirements described herein, a protest review will be held by State Parks. State Parks will assign a Manager who was not involved in the procurement. The Manager is responsible for reviewing and investigating the Bidder's written protest and may meet with agency staff or the agency program that was involved in the competition. The Manager may consider the record and all reasonably available facts and will issue a protest determination in writing within fifteen (15) business days from receipt of the protest. If additional time is needed, the Manager will notify the protesting party of the need for additional time within 15 business days from receipt of the protest.

If the protest affects another Bidder, State Parks may share the protest with them and invite their input.

Standard of Review: The Bidder must clearly and convincingly demonstrate that State Parks erred.

#### 7.4.7 Protest Determinations And Findings

The Manager's protest determination may:

- Find the protest lacking in merit and reject the protest;
- 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
- Find merit in the protest and provide State Parks options which may include:
  - Correcting the errors and re-evaluating all responses;
  - Canceling the competition and possibly for a new competition to take place; OR
  - Making other findings and determining other courses of action as appropriate.



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If State Parks rejects the protest, State Parks will enter into a contract with the Apparent Successful Bidder no sooner than two business days after issuance of the protest determination by email to the protesting party at the email address indicated on the party's bid documents. For the purposes of timing, the date the protest determination is sent to the protesting party shall not count.

#### **7.4.8 Agency Decision is final**

The Manager's protest determination constitutes the agency's final decision regarding the protest. If the protesting party disagrees with the protest determination, the Bidder may seek judicial relief in the Washington Superior Court for Thurston County within 2 business days of the issuance of the protest determination.

## **8 ADDITIONAL GENERAL PROVISIONS FOR ALL BIDDERS**

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This section provides additional information regarding doing business with the State of Washington, including State Parks' efforts to enable Washington's small, diverse, and veteran-owned businesses to compete for and participate in state procurements for goods/services.

### **8.1 ANNOUNCEMENT AND SPECIAL INFORMATION**

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

### **8.2 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 Bidder submitting a Response under this competition who has hired a former state employee. Bidders should familiarize themselves with the requirements prior to submitting a Response that includes current or former state employees.

### **8.3 AMENDMENTS TO THE COMPETITION**

State Parks reserves the right to revise this competition. All changes will be made by written competition amendments posted on WEBS and will become part of the competition. In case of conflicts, the most recent document controls. Amendments will consider the overall timeline, and State Parks will determine if extensions are needed. Bidders may only rely on the competition and amendments posted on WEBS. Any other communication, verbal or written, is nonbinding on State Parks.

### **8.4 RESPONSIVENESS OF BIDDER'S RESPONSE**

Each bidder is notified that failure to comply with any part of the solicitation may result in their response being rejected as non-responsive. Rejected responses will not be further evaluated. State Parks will not be liable for any errors or omissions in the bidder's response. Bidders cannot alter their response after the submission deadline.

It is the bidder's responsibility to read, understand, and follow all instructions in the competition documents and any amendments. If a bidder does not fully understand any requirement, they should submit an inquiry to the Procurement Coordinator (see Section 2.3 – Questions and Answer Period). 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 minor irregularity in a response but is not required to do so.

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## **8.5 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 Bidder 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 clarification; they may evaluate the response as provided.

## **8.6 COST OF RESPONSE PREPARATION**

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

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

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

## **8.7 OWNERSHIP OF RESPONSES**

All Responses and materials submitted in response to this competition document become the property of State Parks. State Parks has the right to use information or adaptations of information that is presented in a response.

## **8.8 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 competition 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.

## **8.9 INCORPORATION OF RESPONSE IN CONTRACT**

The Bidder'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 Bidder.

## **8.10 STATEWIDE VENDOR PAYMENT REGISTRATION**

Bidders 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 Bidder registration file for Washington State agencies to process Bidder payments.

To obtain registration materials go to the Statewide/Vendor Payee Services 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 conditions. 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.

## **8.11 WEBS REGISTRATION**

Individuals and firms interested in state contracting opportunities with the awarding agency or any state agency should register for competitive solicitation notices at the Washington Electronic Business Solution (WEBS) [WEBS Registration](#). Note: There is no cost to register on WEBS.

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## 8.12 POLYCHLORINATED BIPHENYLS (PCBS) NOTICE

Polychlorinated biphenyls, commonly known as PCBs, have adverse effects on human health and the environment. Accordingly, the State of Washington, through its procurements of goods/services, is trying to minimize the purchase of products with PCBs and to incentivize its contractual vendors to sell products and products-in-packaging without PCBs.

## 8.13 SMALL AND DIVERSE BUSINESS

State Parks, in accordance with Washington law, encourage small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded bidders. See, e.g., [RCW 39.19](#) (OMWBE certified businesses); [RCW 43.60A.200](#) (WDVA certified veteran-owned businesses); and [RCW 39.26.005](#) (Washington small businesses). In support of the state's economic goals and to support a diverse supplier pool, State Parks has established the following voluntary numerical goals for State Parks' Competitive Solicitations:

- Ten percent (10%) Minority-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE);
- Six percent (6%) Women-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE);
- Five percent (5%) Veteran-Owned Businesses certified by the Washington State Department of Veterans Affairs (WDVA); and
- Twenty-Five percent (25%) Washington Small Businesses, five percent (5%) of which are microbusinesses or mini businesses as defined in RCW 39.26.010(16) and (17).

Achievement of these goals is encouraged whether directly or through subcontractors.

- **OMWBE CERTIFICATION.** Bidders may contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE) regarding information on Minority-Owned and Women-Owned certified firms, state and federal certification programs, or to become certified. OMWBE can be reached by telephone, 866-208-1064, or through their website at OMWBE. OMWBE-Certified firms may provide their certification information on Appendix B – Bidder's Profile.
- **WDVA CERTIFICATION.** Bidders may contact the Washington State Department of Veterans' Affairs (WDVA) for information regarding Certified Veteran-Owned businesses or to become a Certified Veteran-Owned Business. The WDVA can be reached by telephone, (360) 725-2169, or through their website at WDVA. The qualification requirements to be a Certified Veteran-Owned Business are set forth in 5.3 Washington State Procurement Priorities & Preference.
- **WASHINGTON SMALL BUSINESSES.** Bidders may contact State Parks about small and diverse business inclusion and qualification as a Washington Small Business. If you qualify as a Washington Small Business, identify yourself as such in WEBS. Call WEBS Customer Service at 360-902-7400. The qualification requirements to self-certify as a Washington Small Business are set forth in 5.3 Washington State Procurement Priorities & Preference.

## 8.14 ACCESS EQUITY CONTRACT REPORTING

Bidders who are awarded a Contract (i.e., Contractor) pursuant to this Competitive Solicitation and **who utilize subcontractors to perform such Contract** must, as a condition of Contract award, register and report, as Contractor, through Access Equity, Washington's

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secure online business diversity vendor management system (B2GNow), which is managed by Washington's Office of Minority and Women's Business Enterprises (OMWBE). Accordingly, please note:

- Regardless of whether Contractor previously has registered with B2GNow for any public entity, Contractor must verify that Access Equity has current information.
- During the Contract term, Contractor shall report monthly through Access Equity any payments to subcontractors pertaining to the Contract. Such reporting shall include total payment in dollars made to subcontractors, payment dates, and any additional information required to verify payment to subcontractors.
- Subcontractors must utilize Access Equity to verify such payment information as reported by Contractor.
- Information regarding Access Equity is available at OMWBE's website: <https://omwbe.wa.gov/>. Online training for Access Equity is available through OMWBE.

#### **8.15 PUBLIC DISCLOSURE & WAIVER OF PROPRIETARY INFORMATION**

- See Section 7.2 Public Records Disclosure.
- See Appendix A – Bidder's Certification, Assurances, and Waiver, at subsection S - Bidder's Waiver And Release of Information, Public Disclosure is Authorized and Not Restricted.

#### **8.16 CIVIL RIGHTS COMPLIANCE**

The Director of State Parks, 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 Bidders 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 Bidder.

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## 9 APPENDICES AND EXHIBITS

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

- Appendix A (Section 9.1): Bidder's Certifications, Assurances, and Waiver (**sign and return all pages**)
- Appendix B (Section 9.2): Bidder's Profile (**return all pages**)
- Appendix C (Section 9.3): Bid Price (**return all pages**)
- Experience and Expertise (Section 4.5) (self-authored)
- WA Small Business/Veteran Owned Business Certification (Section 4.6) (self-authored)
- Appendix D (Section 9.4) Letters of Reference (**return all pages**)
- Appendix E – Diverse Business Inclusion Plan - Subcontractors (Section 9.5) (**return all pages**)

### EXHIBIT & ATTACHMENTS (posted separately on WEBS)

- Exhibit A (Section 9.6): Sample Contract & General Contract Terms And Conditions
- Attachment A-Parking Area
- Attachment B-Aerial Photos

**Continue on next page**

**9.1 (APPENDIX A) – BIDDER’S CERTIFICATIONS, ASSURANCES, AND WAIVER**

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief that the following are true, complete, correct, and made in good faith:

- a) I/My Firm make the following certifications and assurances as a required element of the proposal (bid response) 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):
- b) Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Competitive Solicitation. Bidder further certifies that Bidder’s bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder further certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder further certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a joint bid. Whether done directly or indirectly, communicating bid information with other bidders, collusion, or anti-competitive actions among bidders are prohibited. If there is evidence of such communication, collusion, or anti-competitive activities among bidders, State Parks reserves the right to disqualify such bidders
- c) I/we declare that all answers and statements made in the proposal are true and correct.
- d) 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.
- e) The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by Washington State Parks and Recreation Commission (State Parks) without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
- f) In preparing this proposal, I/My Firm 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.
- g) I/My Firm understand that State Parks will not reimburse me/my Firm for any costs incurred in the preparation of this proposal. All proposals become the property of State Parks, and I/My Firm claim no proprietary right to the ideas, writings, items, or samples.
- h) Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
- i) I/My Firm 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 State Parks 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 State Parks 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 State Parks, any resulting contract (including any type of order placement) SHALL continue with the altered portions or deviations being ignored in favor of the State Parks 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 State Parks.
  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 State Parks, any resulting contract (including any type of order placement) SHALL continue with the unrequested material being ignored in favor of the State Parks official language. The awarded Contractor understands, agrees, and accepts this provision and SHALL hold harmless and save harmless the State Parks.
- j) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
  - k) I/My Firm grant State Parks the right to contact references, systems, sources, and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this procurement.
  - l) 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.
  - m) Bidder (including Bidder's officers) certifies Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that it is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.
  - n) Bidder certifies Compliance with Statutory Nondiscrimination Clauses for State Contracts. During the term of an awarded Contract, Bidder, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). Bidder, including any subcontractor, also shall give written notice of this nondiscrimination requirement to any labor organizations with which Bidder, or subcontractor, has a collective bargaining or other agreement. In addition, Bidder, including any subcontractor, shall cooperate with any Washington state agency investigation regarding any allegation that Bidder, including any subcontractor, engaged in prohibited discrimination set forth in RCW 49.60.530(3).
  - o) Bidder complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - p) Bidder certifies No Termination For Default or Cause. Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

**(APPENDIX A) – CERTIFICATIONS AND ASSURANCES AND WAIVER (return this page)**

- q) Bidder certifies, Taxes Paid. Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.
- r) Bidder certifies, Financially Solvent. Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Competitive Solicitation.
- s) 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 State Parks.

- t) 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.

- u) 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.

- v) 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 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.



**(APPENDIX A) – CERTIFICATIONS AND ASSURANCES AND WAIVER (return this page)**

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For purposes of this competition document State Parks 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(s), review it, include any other required document, 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. For expanded details see Section 5.1 – 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 State Parks 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 NAME: \_\_\_\_\_

Print Name of Bidder – Print full legal entity name of the firm submitting the Bid If Bidder is a sole proprietor, print the full legal name of the individual who is the Bidder submitting the Bid

By: \_\_\_\_\_

Signature of Bidder’s authorized person

\_\_\_\_\_ Print Name of person making certifications for Bidder

Title: \_\_\_\_\_

Title of person signing certificate

Place: \_\_\_\_\_

Print city and state where signed

Date: \_\_\_\_\_

9.2 (APPENDIX B) – BIDDER PROFILE

Bidder 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 B.

COMPANY INFORMATION:

|  |  |                                   |                                  |
|--|--|-----------------------------------|----------------------------------|
| (a)  | Firm Legal Name*   |                                   |                                  |
|  | Street Address**   |                                   |                                  |
|  | Mailing Address  |                                   |                                  |
|  | City, State, ZIP   |                                   |                                  |
| Bidder Organization Type:<br>Check appropriate box | Corporation:   | <input type="checkbox"/> Domestic | <input type="checkbox"/> Foreign |
|  | Limited Liability Company (LLC):   | <input type="checkbox"/> Domestic | <input type="checkbox"/> Foreign |
|  | Partnership:   | <input type="checkbox"/> Domestic | <input type="checkbox"/> Foreign |
|  | Sole Proprietorship:   | <input type="checkbox"/>          |                                  |
|  | * Note: A sole proprietorship is an unincorporated business owned and run by an individual with no distinction between the business and the owner. It is not a legal entity. It simply refers to a person who owns the business and is personally responsible for its debts and who pays personal income taxes on profits earned from the business. If you are a bidder who operates a business on your own, you automatically are a sole proprietor unless you have adopted a business structure (e.g., corporation, LLC, partnership). |                                   |                                  |

\***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.

\*\* **RECIPROCITY:** For purposes of [RCW 39.26.271](#) (Reciprocity) the Bidder’s physical address will be used. Bidder MUST provide a physical address for his place of business. A post office box IS NOT a physical address.

|     |                     |         |            |
|-----|---------------------|---------|------------|
| (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 Bidder’s entity. |
|     |   |

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

**(APPENDIX B) – BIDDER PROFILE (return this page)**

|            |   |         |            |
|------------|---|---------|------------|
| <b>(e)</b> | 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: |

\*\*\* **Email Address:** The email address provided by the Bidder in subsection (e) will be used for officially contacting the Bidder for purposes of the competition. If the email address is left blank, then the email address provided in subsection (d) will be used.

|            |              |  |
|------------|--------------|--|
| <b>(f)</b> | WA State UBI |  |
|------------|--------------|--|

|            |                               |  |
|------------|-------------------------------|--|
| <b>(g)</b> | Statewide Vendor Number (SWV) |  |
|------------|-------------------------------|--|

Bidder 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

|            |                                   |  |
|------------|-----------------------------------|--|
| <b>(h)</b> | Federal Tax Identification Number |  |
|------------|-----------------------------------|--|

|  |  |
|--|--|
| <p>Is your firm certified as a minority or woman owned business with the Washington State Office of Minority &amp; Women’s Business Enterprises (OMWBE)?</p>   | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide Bidder’s MWBE certification no.:</p> <p>_____</p>   |
| <p>Is your firm a self-certified Washington State Small Business?</p> <p><i>Note:</i> See 5.3 for criteria to qualify as a Washington State Small Business.</p> <p><i>Note:</i> Regardless of size, a qualifying business must be owned and operated independently from all other businesses. In regard to size, the gross revenue thresholds, as reported on Bidder’s tax returns, are as follows:</p> <ul style="list-style-type: none"> <li>▪ Microbusiness: Annual gross revenue of less than one million dollars.</li> <li>▪ Mini business: Annual gross revenue of more than one million dollars, but less than three million dollars.</li> <li>▪ Small Business: Annual gross revenue of less than seven million dollars over each of the three prior consecutive years.</li> </ul> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide the location for Bidder’s principal place of business:</p> <p>_____</p> <p>Street Address</p> <p>_____</p> <p>City, State, Zip Code</p> <p>If yes, what is your business size (based on annual gross revenue)?</p> <p>Microbusiness <input type="checkbox"/></p> <p>Mini business <input type="checkbox"/></p> <p>Small Business <input type="checkbox"/></p> |
| <p>Is your firm certified as a Veteran-Owned Business with the Washington State Department of Veteran Affairs?</p> <p><i>Note:</i> See 5.3 for criteria to qualify as a Certified Veteran-Owned Business.</p>  | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide Bidder’s WDVA certification no.:</p> <p>_____</p>   |

9.3 (APPENDIX C) – HOURLY RATE SCHEDULE (SELF-AUTHORED)

Bidder provide a Quote for the hourly cost of each piece of equipment that you are proposing to use to perform the required services. This cost is **all inclusive**, including but not limited to: snow removal, fuel, equipment repair, and maintenance costs, equipment storage and transport costs, and any other costs associated with this contract. Cost of Living Adjustments (COLAS), and any fuel cost increases will **NOT** be considered, please include these costs in your hourly rate equipment cost above.

**9.4 (APPENDIX D) – LETTERS OF REFERENCE (SELF-AUTHORED)**

Bidder this part of your bid response requires you to submit and attach Three (3) letters of reference from other parties, no form is provided.

Bidder must provide at least **THREE** Letters of Reference **WITH FRESH DATES** (approximately within 90 days of the competition's posting date).

Provide current professional references of your work experience performing 'snow removal services' services as recognized by: winter recreation clubs; state or national associations; land managers; government agencies and other organizations; other contractors; other companies; community officials; and others with direct knowledge of your skills and abilities performing snow removal services. WA State Parks and Recreation Commission staff cannot act as a reference in this situation.

The objective of references is to gage the Responsibility of the bidder. WSPRC 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.

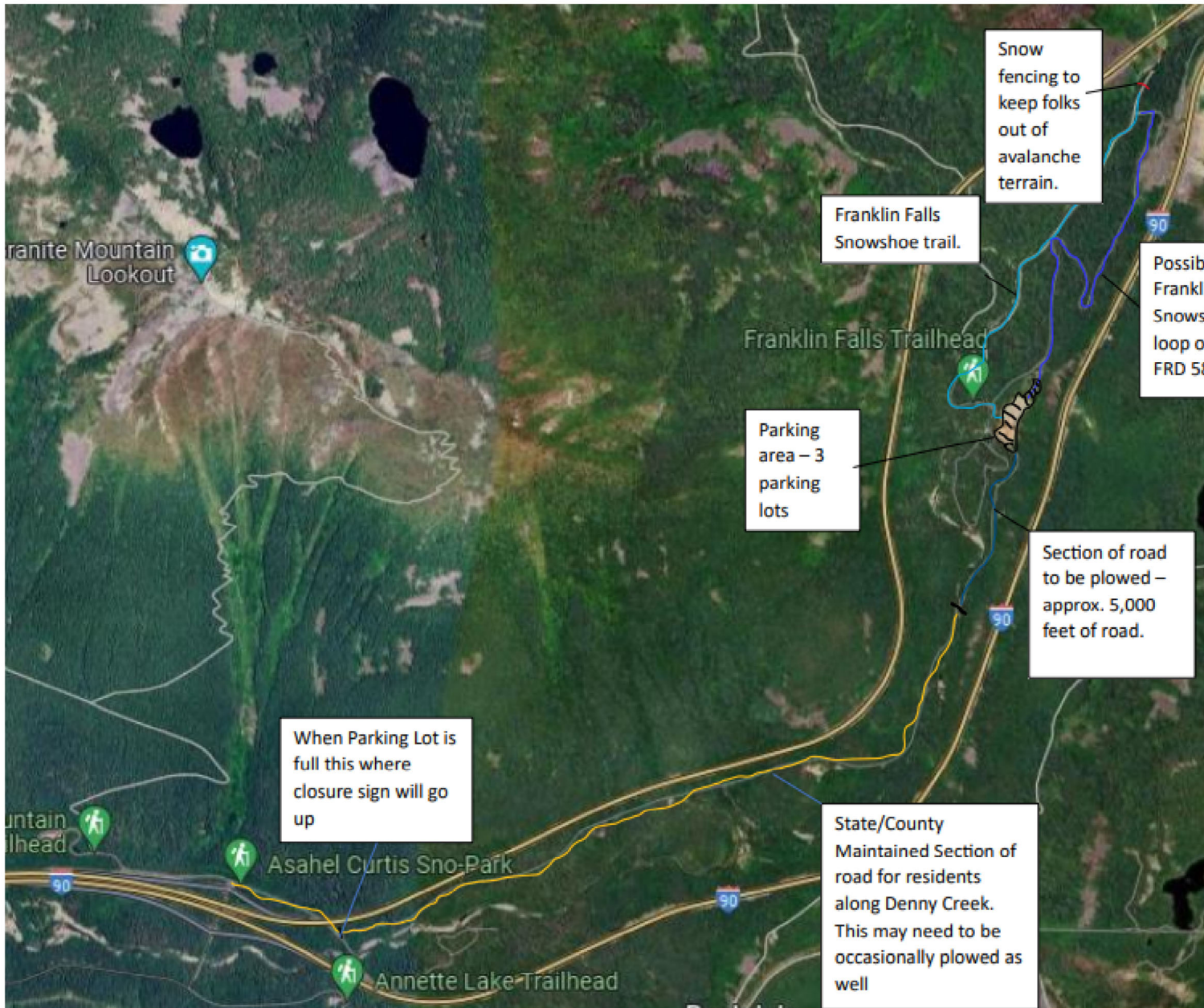
**9.5 (EXHIBIT A) – Sample Contract & General Contract Terms And Conditions**

A sample contract with general terms and conditions is provided in this section and/or will be separately posted on WEBS with a file name of “Exhibit A / Sample Contract.” The file name may or may not also include the competition’s number as part of the file name.

The sample contract is a close representation but not a perfect representation of what the Apparent Successful Bidder (ASB) will be expected to sign. The actual agreement will need to include elements of the ASB’s bid response, any negotiated conditions, the statement of work, performance periods, contractor information, compensation, and any updates to comply with law, regulation, or policy. Should the ASB refuse to sign the State Parks drafted contract, the ASB will be disqualified.

The document’s file name includes “Sample Contracts” and includes two files posted separately on WEBS:

- **Exhibit A: Sample Service Contract**







Franklin Falls Trail #1

Franklin Falls Trail Parking Lot

Franklin Falls Trailhead

Vault toilet

Denny Creek Campground

Google

Imagery ©2024 Airbus, CNES / Airbus, Maxar Technologies, U





**Services Contract No. SC xxx-xxx**

**Washington State Parks and Recreation Commission  
and  
"Name of Awarded Contractor"**

This Contract is made and entered into by and between Washington State Parks and Recreation Commission, hereinafter referred to as the "State Parks", and the below-named firm, hereinafter referred to as "Contractor."

**"Awarded Contractor Name"**

Location: address

Phone: (XXX) XXX-XXX

FAX:

Email: welovesnow@example.com

Federal TIN: XX-XXXXXXX

WA State UBI Number: XXX-XX-XXX

**INTRODUCTION**

Via a competition under number xxx-xxx, Washington State Parks and Recreation Commission (STATE PARKS) sought a set of qualified consulting firms in the area of Snowmobile Trail Grooming Services.

**PURPOSE**

The purpose of this contract is to enable State Parks to utilize a on-call task order-based contract for Snowmobile Trail Grooming Services in the "Project Area" that was competed under RFQ xxx-xxx.

**ACQUISITION AUTHORITY**

This contract is established in accordance with RCW 39.26.070, the purpose is to establish a Convenience Use contract to procure the "as needed" goods and/or services as described herein. A Convenience Use Contract (official statutory name) is a form of Indefinite Delivery, Indefinite Quantity (IDIQ) contract, and may also be called an on-call contract. The agency at all times reserves the right to separately compete for similar/same products or services during the life of the Convenience Use contract.

Currently, STATE PARKS has delegated authority for services in the amount of \$1,000,000 per contract event. Per policy DES—090-00, section 6, subsection c: General Delegated Authority dollar amounts are not cumulative; the dollar amounts apply to each contract term or to each purchase event (such as Task Orders). As an additional risk mitigation safeguard, purchases under the authority of this contract will be structured and made to ensure that STATE PARKS does not exceed the \$1,000,000 dollar threshold during any given period of time. If there is \$1,000,000 in play, STATE PARKS will hold/suspend on placing a new Task Order until an earlier Task Order is accepted and paid, thus creating additional spending room up to the then current delegated spending authority (currently set at \$1,000,000).

Additional Authority: WA Office of Financial Management, State Administrative & Accounting Manual, Section 10.10, part 4. Travel management requirements and restrictions applies to "contractors, unless there are specific contractual arrangements modifying travel reimbursement." This contract contains or may employ specific contractual arrangements within the Task Order.

## SPECIAL CONDITIONS

- A. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between State Parks and the Contractor, and specific obligations of both parties.
- A. AUTHORIZED SERVICES (WHAT'S IN SCOPE): The Contractor will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The Contractor shall provide snowmobile trail grooming services in the vicinity of Republic, WA. The primary purpose of trail grooming includes but not limited to, smoothing out and compacting high-use trails, eliminating moguls and rough areas, and creating a safe riding surface. Trail grooming also requires clearing downed trees from the trail after windstorms and heavy snow events, and ensuring the trail is safe for winter recreation. The Contractor shall provide snowmobile trail grooming services as set forth and made part of this agreement as *Attachment A WR-108 Grooming Standards*, and as *Attachment B-Operating Procedure #85-09*.

### Global Positioning System

The contractor shall cooperate with the Agency in the installation and utilization of a GPS progress tracking system acceptable to the Agency that provides a time-stamped and dated report providing on-trail grooming progress as evidence that the grooming machine was on the trail and to support the grooming reported in the contractors Grooming Logs when claiming payment for grooming services. The contractor will provide to the Agency and the Grooming Coordinator access to the contractors GPS data for viewing at any time, and the system shall include real time tracking capability. The contractor understands that the Agency may provide the public with time-delayed access to this information via the Agency's website. The Agency, at its discretion, may provide financial assistance to the contractor for the procurement, installation and operation of such equipment during annual budget deliberations, or may supply the equipment directly to the contractor to install and utilize.

Due to fluctuating seasonal budgets, each task order will be depended on the seasonal capabilities allowed by each season's budget limitations. Each task order will be executed before each winter season begins, detailing the services State Parks will be needing/allowed for the corresponding winter season.

Due to the nature of this contract as "on-call services" State Parks and the Contractor agree that prior to authorizing any work under this contract; the following elements will be discussed and agreed to:

- Each item of work under this agreement will be provided ONLY by Task Order. Each Task Order will be individually negotiated with the Contractor. Each Task Order will be considered a separate contract, identifying the maximum amount authorized, start date and end date, and scope of work specific to the task. Each Task Order will be submitted on State Parks' approved form (an sample is attached and made part of this agreement as Exhibit B). The terms of the Task Order cannot be modified without written approval from State Parks and the Contractor. Any work performed outside of the terms and conditions of the Task Order will not be considered for reimbursement.

- The capabilities of the Contractor to provide or facilitate the execution of defined deliverables as needed to complete the project within agreed to timelines and conditions.
- The products, permits and/or other deliverables to be provided to State Parks for the project assigned. State Parks and the Contractor agree to meet on a case-by-case basis, discuss project objectives and deliverables, compensation terms and project timelines to include initial site visits as needed.
- Agreement on points of contact, lead staff and communication methods and schedules to be applied to the project assigned.
- The estimated total hours and budget to be allocated by State Parks to the Contractor and the project assigned. Requests to exceed total project budget and/or modification of agreed to deliverables must be agreed to by the parties to this agreement and be in writing by State Parks.

B. The Contractor shall produce the following written reports or other written documents (deliverables) by the dates indicated within each Task Order.

### **PERIOD OF PERFORMANCE**

The period of performance under this contract will be from the date of execution through June 30, 2027, unless otherwise amended in writing.

### **COMPENSATION**

This is an as needed On-Call Contract. Compensation will be addressed using individual Task Orders. State Parks will not allow this contract to exceed its then current delegation of authority at any given point in time. See also Acquisition Authority above for expanded details on delegation of authority.

At the completion of each Task Order, the Contractor must submit completed clean originals of the following documentation and information to the Agency Representative, which are attached hereto and incorporated by reference:

- a) An invoice voucher, FORM A19-1A (provided by the Agency), containing a statement of the Contractor's charges in providing services; and
- b) Thoroughly completed original daily trail grooming and operation logs, FORM WR-203 (as provided by the Agency).
- c) At the end of the season, a thoroughly completed clean original trail grooming season totals logs, FORM WR-202 (as provided by the Agency).

The budgets for the winter seasons will be determined in July or August of each year of the contract, based upon available revenues and the annual recommendations of the Snowmobile Advisory Committee (SMAC). PLEASE NOTE: There is no guarantee that the funding level available for the coming seasons will be the same as in the past. Funding reductions or increases are possible which will be reflected through Task Orders, and continuation of the contract will be dependent upon the availability of funding.

The rates indicated below shall remain in effect with the ability of a yearly 2.5% inflation increase, unless amended in writing and agreed to by both parties via the amendment process.

## **EXPENSES**

Contractor shall receive reimbursement for travel and other expenses as authorized in advance by State Parks as reimbursable. Such expenses may include transportation, lodging, and subsistence as necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

## **BILLING PROCEDURES AND PAYMENT**

State Parks will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Contract Manager not more often than monthly.

The invoices shall describe and document, to State Parks' satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the contract number at a minimum. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

It is agreed by State Parks and the Contractor that If the Contractor does not timely provide or perform the requirements referred to or listed in the scope of work, damage to State Parks will result. The damages to State Parks resulting from the same would be difficult or impractical to ascertain. The liquidated damages specified herein represent a good faith effort to quantify the harm that could reasonably be anticipated at the time of the making of the contract. The damages provided in this section are just and reasonable. Therefore, State Parks and the Contractor agree that if the Contractor does not meet the mutually agreed upon performance or deliverable dates as a result of Contractor's actions(s) or failure to act, then there shall be assessed against the Contractor, as the amount of actual damages incurred by the state as a result of the Contractor's failure to perform, shown in *Attachment C-Liquidated Damages*. State Parks may, at its discretion, and after notifying the Contractors, withhold the assessed liquidated damages from payments to the Contractor, or invoice the Contractor therefore, in which case the Contractor shall pay said damages within 30 days of the date of invoice. Nothing in this provision shall be construed as relieving the Contractor from performing all Contract requirements. Moreover, State Parks reserves the right to enforce or to seek other remedies without limitation for failure of the Contractor to perform any contract duty pursuant to this Contract.

## **CONTRACT MANAGEMENT**

The below-identified representatives for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

Contractor's representative shall be "Awarded Vendor Contact Info".

State Parks' representative shall be Jason Goldstein, Phone : (360) 902-8662.

## **INSURANCE**

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this contract.

The Contractor shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

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

## **ASSURANCES**

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

## **ORDER OF PRECEDENCE**

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

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Exhibit A – General Terms and Conditions
4. RFP (WSPRC 921-432) 2021-01 SMTG, Republic Area Snowmobile Trail Grooming
5. Any other provision or term incorporated herein by reference or otherwise incorporated

**ENTIRE AGREEMENT**

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

**CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

**APPROVAL**

This contract shall be subject to the written approval of State Parks' authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

**THIS CONTRACT**, consisting of eighteen(18) pages and attachment(s), is executed by the persons signing below, who warrant they have the authority to execute the contract.

**“Awarded Vendor Name”**

**WASHINGTON STATE PARKS AND RECREATION COMMISSION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Michael Maverick

\_\_\_\_\_  
Manager, Contracts, Grants & Procurement

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
AAG Matt Kernutt /s/  
08/23/2007

**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**

**DEFINITIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "Agent" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- B. "Contractor" shall mean that firm, provider, organization, individual, or other entity performing service(s) under this contract, and shall include all employees of the Contractor.
- C. "State Parks" shall mean the Washington State Parks and Recreation Commission, any division, section, office, unit, or other entity of State Parks, or any of the officers or other officials lawfully representing that State Parks.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractor" means Subcontractor(s) in any tier.

**ACCESS TO DATA**

In compliance with RCW 39.29.080, the Contractor shall provide access to data generated under this contract to State Parks, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

**ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by State Parks.

**AMENDMENTS**

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**ASSIGNMENT**

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor without prior written consent of State Parks.

**ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

**CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

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

## **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, State Parks may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, State Parks shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of State Parks provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

## **COPYRIGHT PROVISIONS**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by State Parks. State Parks shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to State Parks effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to State Parks a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to State Parks.

The Contractor shall exert all reasonable effort to advise State Parks, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

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

## **COVENANT AGAINST CONTINGENT FEES**

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

State Parks shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration



or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.

### **DISALLOWED COSTS**

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

### **DISPUTES**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with Agent as follows:

1. The request for a dispute hearing must:
  - Be in writing;
  - State the disputed issue(s);
  - State the relative positions of the parties;
  - State the Contractor's name, address, and contract number; and
  - Be mailed to the Agent and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

### **DUPLICATE PAYMENT**

State Parks shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

### **GOVERNING LAW**

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

### **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not

be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless State and its agencies, officials, agents or employees.

### **INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of State Parks. The Contractor will not hold himself/herself out as or claim to be an officer or employee of State Parks or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

### **INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, State Parks may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. State Parks may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by State Parks under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

### **LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

### **LIMITATION OF AUTHORITY**

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

### **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with State Parks. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

### **NONDISCRIMINATION**

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations, and policies.

### **PRIVACY**

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its subcontractors agree not to release, divulge, publish,

transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of State Parks or as otherwise required by law.

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

### **PUBLICITY**

The Contractor agrees to submit to State Parks all advertising and publicity matters relating to this contract wherein State Parks' name is mentioned or language used from which the connection of State Parks' name may, in State Parks' judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of State Parks.

### **RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including, but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review, or audit by State Parks, personnel duly authorized by State Parks, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

### **REGISTRATION WITH DEPARTMENT OF REVENUE**

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

### **RIGHT OF INSPECTION**

The Contractor shall provide right of access to its facilities to State Parks, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

### **SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, State Parks may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at State Parks' discretion under those new funding limitations and conditions.

### **SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

### **SITE SECURITY**

While on State Parks premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

### **SUBCONTRACTING**

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of State Parks. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

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

### **TAXES**

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

### **TERMINATION FOR CAUSE**

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

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

### **TERMINATION FOR CONVENIENCE**

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

### **TERMINATION PROCEDURES**

Upon termination of this contract, State Parks, in addition to any other rights provided in this contract, may require the Contractor to deliver to State Parks any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The

provisions of the "Treatment of Assets" clause shall apply in such property transfer.

State Parks shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by State Parks, and the amount agreed upon by the Contractor and State Parks for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by State Parks, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of State Parks. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. State Parks may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect State Parks against potential loss or liability.

The rights and remedies of State Parks provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to State Parks, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case State Parks has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to State Parks and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to State Parks;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which State Parks has or may acquire an interest.

### **TREATMENT OF ASSETS**

- A. Title to all property furnished by State Parks shall remain in State Parks. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in State Parks upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in State Parks upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by State Parks in whole or in part, whichever first occurs.
- B. Any property of State Parks furnished to the Contractor shall, unless otherwise provided herein or approved by State Parks, be used only for the performance of this contract.
- C. The Contractor shall be responsible for any loss or damage to property of State Parks that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- D. If any State Parks property is lost, destroyed, or damaged, the Contractor shall immediately notify State Parks and shall take all reasonable steps to protect the property from further damage.
- E. The Contractor shall surrender to State Parks all property of State Parks prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the Contractor under this clause shall also include Contractor's employees, agents, or Subcontractors.

**WAIVER**

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

**END OF GENERAL TERMS AND CONDITIONS**

/ / / / /

## EXHIBIT B Task Order Form



WASHINGTON STATE PARKS & RECREATION COMMISSION  
PARKS DEVELOPMENT SERVICE CENTER

**TASK ORDER**

|  |  |
|--|--|
| TASK ORDER NUMBER:<br><b style="font-size: 1.2em;">One (1)</b> | CONTRACT NUMBER:<br><b style="font-size: 1.2em;">SP002</b> |
|--|--|

This Task Order is issued under the provisions of above-referenced CONSULTANT convenience contract. The services authorized are within the scope of services set forth in the Purpose of the contract. All rights and obligations of the parties shall be subject to and governed by the terms of the contract, including any subsequent modifications, which are hereby incorporated by reference. Note: All billings must include the contract and task order numbers.

PARK NAME:  
**Any Place State Park**

PROJECT NAME:  
**Picnic Shelter**

STATEMENT OF WORK:  
**Here's where the scope of work goes for each project... Be specific.**

DELIVERABLE(S) AND DUE DATE(S):  
**The deliverables are the end product... The due date is for the DELIVERABLES, not for the task order itself.**

**Deliverables are subject to review and approval prior to payment.  
(Attach addition sheets if necessary)**

|                 |                   |               |                   |                                 |                         |
|-----------------|-------------------|---------------|-------------------|---------------------------------|-------------------------|
| TASK START DATE | <b>01/01/2015</b> | TASK END DATE | <b>03/31/2015</b> | LIQUIDATED DAMAGES/ TIME PERIOD | <b>\$100.00 Per Day</b> |
|-----------------|-------------------|---------------|-------------------|---------------------------------|-------------------------|

**BUDGET** **COST CODE: 10100**

|    | DESCRIPTION / TASK                            | QUANTITY | UNIT | UNIT COST  | TOTAL      |
|----|---|----------|------|------------|------------|
| 1. | <b>Picnic Shelter at Any Place State Park</b> | 1        | EST  | \$4,000.00 | \$4,000.00 |
| 2. |   |          |      |            | \$ 0.00    |

**AGENCY shall pay an amount not to exceed \$4,000.00**

**Both the Agency and the Contractor are responsible for ensuring Task performed is within the scope of this Task Order. The Agency must monitor proper compliance with the terms of this Task Order and RCW 39.29. Any changes or amendments to this Task Order must be in Writing and APPROVED by the Agency.**

**IN WITNESS WHEREOF, the parties have executed this Task Order.**

|   |       |   |       |
|---|-------|---|-------|
| CONSULTANT AUTHORIZED REPRESENTATIVE SIGNATURE: | DATE: | AGENCY APPROVAL:<br><br><b>Mark Bibeau, Chief Financial Officer</b> | DATE: |
| TASK MANAGER (Print Name):                      |       | PROJECT REPRESENTATIVE (Print Name):                                |       |
| TELEPHONE NUMBER:                               |       | TELEPHONE NUMBER:   |       |
| EMAIL:  |       | EMAIL:  |       |

Task Order Rev 01/15

# **Attachment A**

**WR 108**

**Snowmobile Trail Grooming Standars**



**Attachment B**  
**Operating Procedure 85-09 Trail Grooming**

## Attachment C Liquidated Damages

### WINTER RECREATION PROGRAM SCHEDULE OF LIQUIDATED DAMAGES

**Liquated damages for contract violations listed below:**

**First violation: written notice.**

**Each subsequent violation of same standard: fifty dollars (\$50.00).**

| Monitor  | Standard              | Performance Measure  | Correct by       |
|----------|-----------------------|--|------------------|
| WR Staff | *Reporting            | *Timely daily reports of changes to grooming information and other pertinent updates, ie: hazards in area.   | Immediately      |
| WR Staff | Daily Logs            | Complete original daily logs (trail grooming, snow removal and/or enforcement) turned in by the 10 <sup>th</sup> day of the month following that in which the service was provided.              | 14 calendar days |
| WR Staff | *Season Totals Logs   | *Complete original season totals logs (trail grooming and/or enforcement) turned in by the end of the winter season or within 15 days of last documented service.                                | 14 calendar days |
| WR Staff | End of Season Reports | Complete original project summary reports turned in by the end of the season or within 15 days of last documented service.   | 14 calendar days |
| WR Staff | *Satellite Phones     | *Return of phones and all accessories and guides within 15 days of the last grooming in the same boxes in which they were sent. All items returned in good working order and in clean condition. | Immediately      |

\*May not be applicable to all Agency contracts/agreements.



**WASHINGTON STATE  
PARKS AND RECREATION COMMISSION**

**PURCHASED SERVICES AGREEMENT  
PARKS CONTRACT NO. WR xxx-xxx**

THIS AGREEMENT is made and entered into by and between the Parks & Recreation Commission, State of Washington, hereinafter referred to as "State Parks", and "Awarded Contractor", hereinafter referred to as the "Contractor", for the express purposes set forth in the following provisions of this contract.

WHEREAS, the purpose of this contract is to provide specialized services as described below, which State Parks is unable to adequately perform with its own personnel.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, State Parks and Contractor mutually agree as follows:

**SPECIAL TERMS AND CONDITIONS**

**I. SCOPE OF WORK**

Attachment "A" contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between State Parks and the Contractor, and specific obligations of both parties.

The Contractor shall provide "description of services", these services are detailed in the attached **Exhibit A-Scope of Work** and made part of this contract.

Subcontracting is not authorized without the expressed written approval of State Parks.

**II. PERIOD OF PERFORMANCE**

Subject to other contract provisions, the period of performance under this contract will be from the date this instrument is signed by State Parks, through **April 30, 2027**, unless sooner terminated as provided herein.

Snow plowing and removal services may begin on or after December 1<sup>st</sup> and end no later than March 31<sup>st</sup> of each year of this contract, as defined in the Scope of Work, **Exhibit A**.

**III. RIGHTS AND OBLIGATIONS**

All rights and obligations of the parties to this contract shall be subject to and governed by the special terms and conditions contained in the text of this contract instrument and the General Terms and Conditions attached hereto as Attachment A, incorporated by reference herein.

#### IV. COMPENSATION AND PAYMENT

- A. Amount of Compensation. Maximum compensation for this contract is **One Dollar, and No/100ths Dollars (\$1.00)**. Any additional services provided by the Contractor must have the prior written approval of State Parks. For each ensuing year of the contract, a new amendment will be provided showing the Snow Plowing and Removal Services for the next Winter Season, as detailed in the attached **Exhibit A**, and made part of this contract.

The budgets for the following winter seasons will be determined in July or August of each year of the contract, based upon available revenues and the annual recommendations of the Snowmobile Advisory Committee (SMAC). PLEASE NOTE: There is no guarantee that the funding level available for the coming seasons will be the same as in the past. Funding reductions or increases are possible, and continuation of the contract will be dependent upon the availability of funding.

- B. Expenses. Contractor shall receive reimbursement expenses only as authorized in advance by State Parks as reimbursable. Receipts must be attached to the invoices for reimbursement of any expenditure in the amount of \$25.00 or more.
- C. Time and Method of Payment. Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to State Parks by the Contractor not more often than monthly. The invoices shall describe and document to State Parks' satisfaction, a description of the work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to.

Payment shall be considered timely if made by State Parks within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor. State Parks may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

#### V. CONTRACT REPRESENTATIVES

- A. State Parks' representative on this contract shall be **Jason Goldstein, Program Specialist 5, phone (360) 902-8662** and email: [jason.goldstein@parks.wa.gov](mailto:jason.goldstein@parks.wa.gov), who shall be responsible for monitoring the performance of the Contractor, the approval of actions by the Contractor, the approval for payment of billings and expenses submitted by the Contractor, and the acceptance of any reports by the Contractor.
- B. The Contractor's representative on this contract shall be **"Contractor's contact info"** and who will be the contact person for all communications regarding the conduct of work under this contract.

## VI. INTERPRETATION OF CONTRACT

- A. Order of Precedence. In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
- Applicable Federal and state of Washington statutes and regulations
  - Special terms and conditions as contained in this basic contract instrument
  - Attachment A - General Terms and Conditions
  - Scope of Work – Exhibit A
  - RFP (WSPRC xxx-xxx) “name of project”
  - Any other provision, term, or material incorporated herein by reference or otherwise incorporated
- B. Entire Agreement. This contract including referenced attachments represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.
- C. Conformance. If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- D. Approval. This contract shall be subject to the written approval of State Parks' authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

## VII. BUSINESS STRUCTURE & EMPLOYEES (Compliance with law)

During the life of the contract, State Parks may require the Contractor to provide proof, satisfactory to State Parks, that your firm is a legally licensed business entity and is compliant with all business and employee related laws and regulations, including but not limited to, taxes, licenses, employee insurance, not debarred, etc.

State Parks reserves the right and may contact any person, business, agency, database system it deems necessary to validate compliance. Further, State Parks may require your firm to provide information, acceptable to State Parks, that verifies and validates business structure and/or the employment status for anyone appearing to be working on behalf of this contract. If your firm is found to be out of compliance with business and/or employee related laws or regulations or is otherwise a violator of these law and regulations may result in your contract terminated.

Note: Information is readily available from the Department of Revenue, Labor and Industries, Secretary of State, and Employment Security Department.

THIS CONTRACT, consisting of Ten (10) total pages which includes 10 attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

Contractor:

State Parks:

**Awarded Contractor's Name**  
address

Phone: (xxx) xxx-xxxx  
Email:

**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 \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Michael Maverick  
Title Contracts Manager, State Parks

Date \_\_\_\_\_

Date \_\_\_\_\_

UBI No.                   xxx-xxx-xxx                  

Fed. Tax Id. No.           xx-xxxxxxx          

Approved as to form:

Mike Ferguson /s/  
Assistant Attorney General  
August 2009

## **Attachment A GENERAL TERMS AND CONDITIONS**

**DEFINITIONS** -- As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "State Parks" shall mean the Washington State Parks and Recreation Commission, a state government agency.
- B. "Agent" shall mean the Director, Washington State Parks and Recreation Commission and/or the delegate authorized in writing to act on the Director's behalf.
- C. "Contractor" shall mean the individual or entity performing services under this contract.

**CONTRACTOR NOT EMPLOYEE OF STATE PARKS** -- The Contractor performing under this contract is not an employee or agent of State Parks. The Contractor will not hold himself out as nor claim to be an officer or employee of State Parks or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW or Chapter 28B.16 RCW.

**NONDISCRIMINATION** -- During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

**NONCOMPLIANCE WITH NONDISCRIMINATION LAWS** -- In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with State Parks. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**SUBCONTRACTING** -- The Contractor shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Agent.

**INDEMNITY**-- Contractor shall hold harmless and indemnify the State of Washington, State Parks, its officers, employees, successors and assigns against any and all damages and/or losses arising out of Contractor's use of, or presence or activity in, the facilities, including those arising out of the use or operation of equipment or facilities or as a result of the conduct of Contractor's programs, or from the conduct of Contractor's employees or agents, or damages or vandalism to facilities by third parties, contracted or participating in Contractor's programs, events or activities.

**LIABILITY INSURANCE**—If required in the special terms and conditions contractor shall obtain and keep in force during the term of this Agreement, a combined single limit bodily injury and property damage insurance policy in the minimum amount of \$1,000,000 naming State Parks as an additional insured against any liability arising out of Contractor's or its agents, employees, or assigns. Contractor shall provide to State Parks, a certificate evidencing such insurance coverage and shall provide 30 days written notice prior to any changes in the amount of cancellation of said policy.

- Contractor shall buy and maintain property insurance covering all real property and fixtures, equipment, and tenant improvements and betterment's. Such insurance shall

be written on an all risks basis and, at a minimum, cover the perils insured under ISO special causes of loss form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles.

- Any coinsurance requirement in the policy shall be waived.
- State shall be included as an insured and a loss payee under the property insurance policy.

AUTOMOBILE INSURANCE-- If required in the special terms and conditions contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Contractor waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

INDUSTRIAL INSURANCE COVERAGE-- Contractor shall provide or purchase industrial insurance coverage for themselves their employees as required by Labor and Industries prior to performing work under this Agreement. State Parks will not be responsible for payment of industrial premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this agreement. Contractor, its employees and agents performing under this contract, are not employees of State Parks.

COVENANT AGAINST CONTINGENT FEES -- The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. State Parks shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

CONFLICT OF INTEREST -- State Parks may, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Executive Conflict of Interest Act, Chapter 42.18 RCW; Code of Ethics for Public Officers and Employees, Chapter 42.22 RCW; or any similar statute involving the Contractor in the procurement of, or performance under, this contract.

In the event this contract is terminated as provided above, State Parks shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of State Parks provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.



## TREATMENT OF ASSETS –

- A. Title to all property furnished by State Parks shall remain in State Parks. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in State Parks upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in State Parks upon (i) issuance for use of such property in the performance of this contract, or (ii) reimbursement of the cost thereof by State Parks in whole or in part, whichever first occurs.
- B. Any property of State Parks furnished to the Contractor shall, unless otherwise provided herein or approved by State Parks, be used only for the performance of this contract.
- C. The Contractor shall be responsible for any loss or damage to property of State Parks which results from the negligence to the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- D. Upon loss or destruction of, or damage to, any State Parks property, the Contractor shall notify State Parks thereof and shall take all reasonable steps to protect that property from further damage.
- E. The Contractor shall surrender to State Parks all property of State Parks prior to settlement upon completion, termination or cancellation of this contract.

NONASSIGNABILITY -- Neither this contract, nor any claim arising under this contract, shall be transferred as assigned by the Contractor.

RECORDS, DOCUMENTS, AND REPORTS -- The Contractor shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable time to inspection, review, or audit by personnel duly authorized by State Parks, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this contract for six years after settlement, and make them available for inspection by persons authorized under this provision.

RIGHT OF INSPECTION -- The Contractor shall provide right of access to its facilities to State Parks, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable time, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAFEGUARDING OF INFORMATION -- The use or disclosure by any party of any information concerning State Parks for any purpose not directly connected with the administration of State Parks' or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by prior written consent of State Parks.

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 Contractor has a right to grant such a license. The Contractor 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 Contractor 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 Contractor.

REGISTRATION WITH DEPARTMENT OF REVENUE -- The Contractor shall complete registration with the Department of Revenue, Olympia, WA, and be responsible for payment of all taxes due on payments made under this contract.

LICENSING, ACCREDITATION AND REGISTRATION -- The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

ADVANCE PAYMENTS PROHIBITED -- No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by State Parks.

SAVINGS -- In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, State Parks may terminate the contract under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiations under those new funding limitations and conditions.

LIMITATION OF AUTHORITY -- Only the Agent shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

WAIVER OF DEFAULT -- Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the Agent and attached to the original contract.

CHANGES AND MODIFICATIONS -- The Agent may, at any time, by written notification to the Contractor and without notice to any know guarantor or surety, make changes in the general scope of the services to be performed under the contract. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of this contract, an equitable adjustment may be made in the contract price or period of performance, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this

clause must be asserted within thirty (30) days from the date of Contractor's receipt of the notice of such change; Provided, however, that the Agent may, upon determining that the facts justify such action, receive and act upon such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

DISPUTES -- Except as otherwise provided in this contract, when a bona fide dispute arises between State Parks and the Contractor 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.

TERMINATION FOR DEFAULT -- By written notice the Agent may terminate the contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event the Contractor shall be liable for damages as authorized by law including, but not limited, to any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; Provided, that if (i) it is determined for any reason the Contractor was not in default, or (ii) the Contractor's failure to perform is without Contractor's fault or negligence, the termination shall be deemed to be a Termination for Convenience.

TERMINATION FOR CONVENIENCE -- Except as otherwise provided in this contract, the Agent may, by five (5) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part when it is in the best interests of State Parks. If this contract is so terminated, State Parks shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.

TERMINATION PROCEDURE -- Upon termination of this contract State Parks, in addition to any other right provided in this contract, may require the Contractor to deliver to State Parks any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

State Parks shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by State Parks, or the amount agreed upon by the Contractor and State Parks or (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by State Parks, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of State Parks. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes": clause of this contract. State Parks may withhold from any amount due the Contractor such sum as the Agent determines to be necessary to protect State Parks against potential loss or liability.

The rights and remedies of State Parks provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further order or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;
3. Assign to State Parks, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case State Parks has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to State Parks and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to State Parks;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which State Parks has or may acquire an interest.

**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 Contractor by execution of this contract acknowledges the jurisdiction of the courts of the state of Washington in this matter.

**SEVERABILITY** -- If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

**END OF GENERAL TERMS AND CONDITIONS**

/ / / / /

**Operating Procedure 85-08**  
**Snow Removal Updated:**  
**April 6, 2010**

**Purpose:** To provide standards for snow removal from roads and parking areas.

**Rationale:** Consistent snow removal enables the public to safely access roads and parking areas while protecting the road and parking lot surfaces.

**Issues:**

- Removing snow to maintain safe public access over roads and parking areas during the winter recreation season requires flexibility, responsiveness and attention to detail.
- Being responsible to land owners to ensure preservation of roads and parking areas and the surrounding natural resources.
- Public complaints regarding the lack of or excessive snow removal on roads and parking areas.
- Extreme weather events may dictate the frequency and duration of snow removal activities.
- Funding levels may dictate the frequency and duration of snow removal activities.

**Considerations:**

- US Forest Service standards, Public Works Departments guidelines, WA Dept of Transportation criteria, or other land owners and/or operators experience.
- Road and parking area surfaces (paved/dirt/gravel).
- Amount and type of snow
- Operator equipment
- Funding
- Government agency plowing priority

**Best Practices:**

1. Equipment (may include but not limited to):
  - Dump truck with plow blade;
  - Dump truck with blower;
  - Front end loader with bucket converted to blade converted to blower;
  - Grader with blade;
  - Bulldozer.
2. Contractor/Equipment operator shall:
  - know land owner/public agency snow removal and storage standards/guidelines/policies/criteria (examples attached)

Approved by WRAC 7/16/2010  
Approved by SMAC 7/31/2010

- know the capabilities and limitations of their equipment and themselves;
- be familiar with terrain, location of ditches and culverts, and limitations on snow removal;
- be involved in marking hazards and obstructions with land owner prior to season start;
- conduct snow removal operations at such times as to reduce encounters with recreational public;
- participate in areas trail/grooming council meetings;
- practice effective snow storage to ensure roads and parking areas remain at maximum capacity throughout the season;
- maintain sufficient equipment and backup equipment for uninterrupted service, including a backup operator;
- consult with various weather forecasting resources, land owners and local residents to determine plowing frequency and needs;
- remove fallen trees or branches in cooperation with land owners or volunteers;
- avoid striking or trapping parked motor vehicles;
- coordinate with grooming and sanitation contractors to facilitate services
- contact staff, land owners and/or area trail/grooming council to report snow removal issues and to seek assistance with problem resolution

**Advisory Committee Concurrence**

  
\_\_\_\_\_  
Chair, Snowmobile Advisory Committee

08.05.2011  
Date

  
\_\_\_\_\_  
Chair, Winter Recreation Advisory Committee

7/23/11  
Date

Approved:   
\_\_\_\_\_  
Winter Recreation Program Manager

8/9/11  
Date

## **SNOW REMOVAL STANDARDS**

The Contractor shall be required to provide specified snow removal services at designated Sno-Parks on the National Forest, private lands and State lands.

### **STANDARDS**

#### **Equipment Standards:**

- a) Equipment utilized shall be the type to undergo extensive loading stress due to deep snow and mountainous terrain. Equipment shall be of an approved type; e.g., 1-ton pick-up truck with blade, snow blower, front-end loader with dump truck or other pre-approved model.
- b) Snow removal equipment shall be outfitted with a closed, heated cab, a first aid and survival kit, rotating beacons or strobe lights with an accurate working hour meter, and shall have a blade or blower. Flares and other warning devices shall be carried in case of breakdown.

#### **Operator Standards:**

- a) The Contractor and equipment operator(s) must have a minimum of two years demonstrated experience in road and parking lot snow removal.
- b) Equipment shall be operated in a safe and prudent manner. The operator shall be courteous and considerate when dealing with the public. If the equipment must be left unattended, it shall be left in as safe a place as possible with regards to recreational users; the Agency and land owners must also be notified of unattended equipment. Flares and other warning devices shall be employed to warn users of hazards associated with unattended equipment.
- c) Equipment and operator must be available on an on-call basis with 2 hours advance notice (24 hours per day, 7 days per week).

#### **Snow Removal Standards:**

- a) The Contractor shall maintain roads with a minimum of two inches of snow remaining on the road surface so as not to damage the road surface. No snow removal shall occur unless there is a minimum of four to six inches of snow on the ground and snow is continuing to fall, or there have been successive two to three inch snowfalls and the depth of the snow in the parking area has reached four to six inches in depth. The Contractor is subject to no payment if unsatisfactory surfaces remain.
- b) The Contractor shall remove snow, ice, and debris from culverts and ditches so that the drainage system will function efficiently at all times. Banks shall not be undercut.

- c) Snow berms shall not be left on the road surface. Berms left on the shoulder of the road shall be removed and/or drainage holes shall be opened and maintained. Drainage holes shall be spaced as required to obtain satisfactory surface drainage without discharge on erodible fills.
- d) Work shall be performed in a manner to preserve and protect roads and roadside structures such as signs and culverts, to prevent erosion, and prevent damage to roads, streams and other Forest values. Road slopes shall not be undercut. Care shall be taken to ensure that gravel is not bladed off of road shoulders. Paved areas shall be plowed as clear as possible without damage to the paved surface. Snow removal standards shall be from ditch line to outside shoulder for the entire length. On two lane roads, snow removal must be sufficient to allow two vehicles to pass side by side. Work shall be performed in accordance with all landowner rules and regulations.

## **DUTIES**

### **Snow Removal:**

- a) Snow removal shall end by March 31 of each season unless snow conditions dictate otherwise. Any additional snow removal after March 31 is subject to mutual agreement by the Agency and Contractor and budgetary allowances of the Agency.
- b) Snow removal should be performed between the hours of 5 p.m. and 5 a.m. when the recreating public is least likely to be in the parking lot, or as directed by the Forest Service or landowner representative and/or Agency Representative.
- c) Arrangements for equipment parking may be approved by Forest Service representatives or landowners when not in use. Regardless of the location selected to park equipment, the Contractor will be responsible for the security of the equipment.

### **Signing under direction of the landowner:**

- a) The Contractor shall install appropriate Sno-Park signs and replace signs that have been removed or vandalized. The Contractor shall request adequate quantities of such signs from the Agency and the Agency shall provide such signs at no cost to the Contractor.
- b) Signs such as; "No Parking - Turnaround Only", "Single Lane Road with Turnouts", and "No Turnaround Beyond This Point", and/or other warning signs shall be installed as necessary to maintain safe driving conditions for the public. These signs shall be installed and maintained at the Contractor's expense during the winter season.
- c) The Contractor shall provide, place and remove two (2) W21-3 ROAD MACHINERY AHEAD signs as described in the Manual on Uniform Traffic



- Control Devices for each shift equipment is working. Work may also include removal of snow slides, earth slides, and trees 24 inches in diameter or smaller that have fallen or may fall across the designated Sno-Park/s.
- d) The Contractor shall inform the Agency or the on the ground coordinator when signs have been removed or vandalized.

**Payment:**

- a) Payment shall be made on the basis of hours of snow removal service provided at the designated Sno-Parks. No payment shall be made for non-designated snow removal. Payment will be made only after proper documentation has been provided to State Parks.