



**COMPETITIVE SOLICITATION
REQUEST FOR BID PROPOSALS (RFP)**

RFP 325-420 – Automated Pay Stations

Brief Description: The Washington State Parks and Recreation Commission (State Parks) is soliciting proposals for Automated Pay Stations, including hardware and software, and the corresponding maintenance and operations services. These pay stations will be installed at various locations at State Parks properties, so that visitors can pay park fees immediately via credit card.

Bids are due: Wednesday, January 8, 2025, by 1:00 PM, PST.

Electronic Bid Responses Only: Bid responses will **only** be accepted electronically via email/email attachment, submitted to BidBox@parks.wa.gov. (PDF format). See Section 5.1 – Submission of Responses for expanded details.

Procurement Coordinator: Susan Jabal, contracts@parks.wa.gov

Email Inquiries to: contracts@parks.wa.gov

See also (additional 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 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 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's 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.

Table of Contents

1	INFORMATION ABOUT THE PROCUREMENT	4
1.1	ACQUISITION AUTHORITY	4
1.2	PURPOSE OF THE PROCUREMENT – AWARD A CONTRACT	4
1.2.1	BACKGROUND.....	4
1.2.2	CONTRACT TERM	5
1.2.3	ANTICIPATED PROJECT BUDGET	5
1.2.4	UBI REQUIREMENTS.....	5
1.3	WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES.....	5
2	DEADLINES, PREBID CONFERENCE, QUESTIONS AND PROCUREMENT SCHEDULE	6
2.1	COMMUNICATION REGARDING THIS COMPETITION	6
2.2	Prebid Conference	6
2.3	QUESTION AND ANSWER PERIOD	6
2.4	COMPLAINT PERIOD.....	6
2.5	PROCUREMENT SCHEDULE	7
3	SPECIAL TERMS	9
3.1	ADVANCED PAYMENT PROHIBITION	9
3.2	BUSINESS STRUCTURE & EMPLOYEES (Compliance with Law).....	9
3.3	THE RESULTING CONTRACT AND ITS TERMS AND CONDITIONS.....	9
4	RESPONSES - REQUIRED CONTENT, FORMAT, AND SCORING:	10
4.1	CHECKLIST OF REQUIRED SUBMITTALS	10
4.2	(APPENDIX A) – BIDDER’S CERTIFICATIONS, ASSURANCES, AND WAIVER	11
4.3	(APPENDIX B) – BIDDER’S PROFILE.....	11
4.4	(APPENDIX C) – BID PRICE Worksheet.....	12
4.5	(Self Authored) Experience & Expertise.....	12
4.6	(APPENDIX D) - REFERENCES.....	13
4.7	(APPENDIX E) – Diverse Business Inclusion Plan – Subcontractors.....	13
4.8	(APPENDIX F) – SPECIFICATIONS SPREADSHEET.....	13
5	RESPONSES – PREPARATION, SUBMISSION REQUIREMENTS AND PREFERENCES	14
5.1	SUBMISSION OF RESPONSES	14
5.2	RESPONSE LAYOUT REQUIREMENTS.....	15
5.3	WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCE.....	15
6	EVALUATION AND AWARD	17
6.1	BID RESPONSIVENESS	17
6.2	BIDDER RESPONSIBILITY ANALYSIS	17
6.2.1	REJECTED BIDS/BIDDERS & REJECTION NOTIFICATION & REJECTION RESPONSE	18
6.3	GENERAL EVALUATION PROVISIONS	19
6.4	EVALUATION STEPS	19
6.4.1	Preliminary Evaluation (Procedural).....	19
6.4.2	Substantive Evaluation: Phase 1.....	19
6.5	Substantive Evaluation: Phase 2 – Bid Clarification (Optional)	20
6.6	EVALUATION OF COMPLETION BY DATE (Optional).....	20
6.7	ORAL PRESENTATION (OPTIONAL)	21

6.8	Oral Presentations Evaluation CRITERIA (OPTIONAL)	21
6.9	SELECTION OF APPARENT SUCCESSFUL BIDDER	21
7	ANNOUNCEMENT OF ASB, PUBLIC DISCLOSURE, DEBRIEF, AND PROTESTS	22
7.1	ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER (ASB)	22
7.2	PROCUREMENT RECORDS DISCLOSURE	22
7.3	DEBRIEFING OF BIDDERS	22
7.3.1	How To Request a Debrief Conference	22
7.3.2	Debrief Meeting, Discussion, And Delay	23
7.3.3	Debrief is a Prerequisite for Protest	23
7.4	PROTEST	23
7.4.1	General:	23
7.4.2	Form And Content:	23
7.4.3	Content Limitations:	23
7.4.4	Submission Of Protests	24
7.4.5	Grounds Which May Be Protested	24
7.4.6	Manager Assignment and Review	24
7.4.7	Protest Determinations and Findings	24
7.4.8	Agency Decision is Final	25
8	ADDITIONAL GENERAL PROVISIONS FOR ALL BIDDERS	26
8.1	ANNOUNCEMENT AND SPECIAL INFORMATION	26
8.2	CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES	26
8.3	AMENDMENTS TO THE COMPETITION	26
8.4	RESPONSIVENESS OF BIDDER'S RESPONSE	26
8.5	CLARITY AND CLARIFICATIONS	26
8.6	COST OF RESPONSE PREPARATION	27
8.7	OWNERSHIP OF RESPONSES	27
8.8	FINAL SELECTION & NO OBLIGATION	27
8.9	INCORPORATION OF RESPONSE IN CONTRACT	27
8.10	STATEWIDE VENDOR PAYMENT REGISTRATION	27
8.11	WEBS REGISTRATION	27
8.12	POLYCHLORINATED BIPHENYLS (PCBS) NOTICE	27
8.13	SMALL AND DIVERSE BUSINESS	28
8.14	ACCESS EQUITY CONTRACT REPORTING	28
8.15	PUBLIC DISCLOSURE & WAIVER OF PROPRIETARY INFORMATION	29
8.16	CIVIL RIGHTS COMPLIANCE	29
9	APPENDICES AND EXHIBITS	30
9.1	(APPENDIX A) – BIDDER'S CERTIFICATIONS, ASSURANCES, AND WAIVER	31
9.2	(APPENDIX B) – BIDDER PROFILE	35
9.3	(APPENDIX C) – BID PRICE Worksheet (must be legible)	38
9.4	(APPENDIX D) - REFERENCES (must be legible)	40
9.5	(APPENDIX E) – DIVERSITY BUSINESS INCLUSION PLAN - SUBCONTRACTORS	41
9.6	(APPENDIX F) – Specifications Spreadsheet	44
9.7	(EXHIBIT A) – Sample Contract with General Contract Terms and Conditions	45

1 INFORMATION ABOUT THE PROCUREMENT

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

In accordance with RCW Chapter 39.26, the objective of this Request for Proposals (RFP) is to procure the goods and/or services described herein. State agency purchases must follow a competitive solicitation process, ensuring that the contract is awarded to the lowest responsive and responsible bidder.

This process ensures fairness, transparency, and accountability in procurement. By following these guidelines, we seek to obtain the best value for the state while maintaining the integrity of our procurement practices. All bidders must meet specified criteria and demonstrate their ability to fulfill contract requirements. The evaluation will consider both the price and the bidder's ability to perform the contract effectively and efficiently.

1.2 PURPOSE OF THE PROCUREMENT – AWARD A CONTRACT

The purpose of this Competitive Solicitation is to receive competitive bids to evaluate and, as appropriate, award a contract for State Parks. The contract will allow the State to purchase automated self-pay stations for installation in various State Parks locations throughout the State of Washington. The pay stations must include hardware, software, installation, and all-inclusive M&O services. Any site preparation necessary prior to installing the units will be done by State Parks. Details of the requirements of each of these sections are defined in the attached specifications document titled: RFP 325-420 Appx F-Automated Pay Stations-Specs.

1.2.1 BACKGROUND

State Parks currently has automated pay stations installed at various sites throughout its Parks. These machines have been very successful in replacing traditional self-pay cash boxes, and visitors can purchase a variety of passes easily with their credit card.

State Parks now wants to grow the fleet of automated pay stations. The expansion strategy involves:

- Adding additional automatic pay stations to the fleet.
- Replacing older machines with new, more efficient models.
- Relocating functional but older machines to lower-traffic sites.

Along with the purchase of the hardware (automated pay station units), State Parks requires all the corresponding warranty, software, servicing, reporting, security capabilities, training and maintenance and operations (M&O) support. These include, but are not limited to: remote monitoring, help desk support for Parks staff in the field, on-site maintenance and repair including regular preventative maintenance.

Required functions and services of this project are detailed in the attached specifications document, titled: RFP 325-420 Appx F-Automated Pay Stations-Specs. This document is an integral part of this solicitation and will clearly define the products and services that are required.

State Parks intends to order Automated Pay Station units on an as-needed basis.

Parks makes no commitment to any minimum number of units to be purchased, however, Parks understands that it is helpful to offerors to have an idea of anticipated quantities as they consider their response. This solicitation contemplates the purchase of 5-7 units prior to June 30, 2025, and between 5-20 units each year thereafter, over the intended term of the contract (5 years? 10 years?).

Important Note: This estimate is not a guarantee of any number of units to be purchased. The actual number purchased will depend on many factors, including budget. State Parks may purchase more, or less, units than the estimates identified above.

1.2.2 CONTRACT TERM

The initial contract term is intended to be for five (5) years.

1.2.3 ANTICIPATED PROJECT BUDGET

As described in Section 1.2.1: Background, the State intends to purchase pay stations on an as-needed basis, which can vary from year-to-year dependent on many factors, including budget. As such, the estimates proposed below is merely informational, and not a guarantee of purchasing levels.

As of the writing of this RFP, the State contemplates the following:

- the purchase of between 5-20 units each year, over the intended initial term of the contract (5 years? 10 years?).
- Maintenance & Operational services for the pay station units, including any units State Parks already owns, if of the same manufacturer.

Important Note: the numbers above are estimates only. The State does not guarantee any minimum or maximum quantity to be purchased, as described in Section 1.2.1: Background.

1.2.4 UBI REQUIREMENTS

The successful bidder must be registered to do business in the State of Washington (hold a Universal Business Identifier (UBI)). If a bidder who does not already hold a UBI number is awarded the contract, that 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 received:

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

2 DEADLINES, PREBID CONFERENCE, QUESTIONS AND PROCUREMENT SCHEDULE

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 about this competition should be directed to the State Parks Contracts and Grants Program (CGP) team at: contracts@parks.wa.gov. Please include the solicitation number in any inquiries.

Contacting other State Parks staff about this solicitation may result in disqualification. See also Section 2.3: Question & Answer Period.

2.2 PREBID CONFERENCE

Bidders are invited to attend an optional prebid teleconference via Microsoft Teams, where they can ask questions and request changes. Interested bidders must RSVP to contracts@parks.wa.gov by the date specified in Section 2.5 – Procurement Schedule, with the solicitation number and "RSVP" in the subject line (e.g., "RFP # RSVP"). A meeting link will be sent one day prior to the solicitation conference.

The pre-bid conference date and time are identified in Section 2.5: Procurement Schedule.

Attendance at the prebid conference is optional and is not required to submit a proposal for this RFP.

During the conference, attendees should keep their video off and their microphones muted if not speaking. If the conference fails or you have additional questions, send them to contracts@parks.wa.gov by 3 pm (PST) on the same day. Responses to all questions received, including those received during the prebid conference, will be posted via amendment on WEBS.

State Parks is not responsible for technical issues or participation failures that may occur during the prebid conference.

2.3 QUESTION AND ANSWER PERIOD

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

Send questions to contracts@parks.wa.gov with the RFP 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 any concerns they have about the solicitation via the question-and-answer process identified in Section 2.3.

If a complaint is necessary, it must be received by the date identified in Section 2.5: Procurement Schedule. Complaints received outside of this period will not be considered. Send complaints to contracts@parks.wa.gov with the solicitation identification number and

"Complaint" in the subject line (e.g., "RFP # Complaint"). Failure to mark correctly may result in the complaint being missed.

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.

Responses to complaints will be posted on WEBS; only these responses are official.

2.5 PROCUREMENT SCHEDULE

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

Activity	Due Dates	Time
RSVP Prebid Conference	Monday, 11/25/2024 See additional details in Section 2.2: Prebid Conference.	1:00 pm
Prebid Conference	Tuesday, 11/26/2024 See additional details in Section 2.2: Prebid Conference	11:00 am – 11:30 am
Question Period Closes	Tuesday, 12/10/2024 See additional details in Section 2.3: Question and Answer Period.	1:00 pm
Answer Period	Answers posted by Monday, 12/16/2024 State responses to questions will be posted on WEBS as soon as possible. In some instances, responses may take longer than the date identified above. See Section 2.3: Question and Answer Period	
Complaint Period	12/16/2024 – 1/3/2025 See additional details in Section 2.4: Complaint Period. Complaints must be received within this time period; Complaints received before or after will not be considered.	1:00 pm
Response Deadline	Wednesday, 1/8/2025 Responses received after the deadline will not be considered. See additional details in Section 4: Responses – Required Content, Format, and Scoring. See also Section 4.1: Checklist of Required Submittals	1:00 pm

Oral Presentations	Oral Presentations are optional and will be conducted at the preference of the State. If initiated, Oral Presentation criteria and instructions will be provided via email along with scheduling.
Announcement of Apparent Successful Bidder (ASB)	After the Response Deadline, 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	Any Bidder wanting a Debrief must request it 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	Any Bidder wanting to submit a protest must do so within five business days following the day of their Debrief. See additional details in Section 7.4: Protests

3 SPECIAL TERMS

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 this 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.

Each Bidder's submission of a proposal confirms their consent to these terms and conditions.

4 RESPONSES - REQUIRED CONTENT, FORMAT, AND SCORING:

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 identifies the content that must be included in each responsible submission (bidder’s proposal). 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.

Item #	Submittal	Scoring Method	References: for further information	Check here once 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 Section 9.1	
2	Bidder’s Profile (form provided)	Pass/Fail	Appendix B, Section 4.3 Section 9.2	
	Bidder’s Profile includes the certification as a WA Small Business and/or Certified Veteran-Owned Business	10 points	Section 1.3 Section 5.3 Section 8.13 Section 9.5	
3	Bid Price Worksheet (form provided)	Up to 25 points	Appendix C, Section 4.4 Section 9.3	
4	Experience and Expertise (self-authored)	Up to 25 points	Section 4.6	
5	References (form provided)	Pass/Fail	Appendix D, Section 4.8 Section 9.4	
6	Diverse Business Inclusion Plan – Subcontractors (form provided)	Pass/Fail required if using subcontractors	Appendix E, Section 4.9 Section 9.5	
7	Specifications Spreadsheet (form provided)	Up to 40 points	Appendix F, Section 4.5	

The total points available in evaluation is 100. A minimum of 60 points must be achieved in order for a bid to be considered for award. 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 submittal forms 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 the references to other sections of the document for further information.

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

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

The Appendix 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.

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

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

4.3 (APPENDIX B) – BIDDER’S PROFILE

The Appendix B 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.

This part of the bid response includes the small business and/or veteran owned business scoring preference of 10 points for qualified offerors, as described in Section 5.3.

4.4 (APPENDIX C) – BID PRICE WORKSHEET

The Appendix C form is provided for this part of your bid response. See Appendix C: Bid Price Worksheet.

The award is made to the responsive and responsible bidder and who has the highest score and the lowest price.

All costs should be rolled in, except for sales tax. The bidder's not-to-exceed amount must factor in all cost drivers such as travel, shipping, packaging, and material costs. Washington State government agencies do pay sales tax, but it should appear separately on the invoice and not as part of the not-to-exceed amount on the Bid Price provided by the bidder.

Failure to identify all costs in accordance with the instructions in this Competitive Solicitation is sufficient grounds for disqualification.

This part of the bid response is scored up to 60 points with a pro rata share for higher-cost bids. For example, if three bids are received (A @ \$25, B @ \$26.50, C @ \$50):

- Bid A get 60 points ($25/25 = 1.0 \times 60 \text{ points} = 60$),
- Bid B gets 56.60 points ($25/26.50 = .943 \times 60 \text{ points} = 56.60$),
- Bid C gets 30 points ($25/50 = .5 \times 60 \text{ points} = 30$).

Inclusive Pricing: Bidders must identify and include all cost elements in their pricing. If awarded a contract, the total price for the goods and/or services shall be the bidder's price as submitted. Except as provided in the contract, there shall be no additional costs of any kind.

Credit Cards (P-Cards): If awarded a contract, the total price for the goods and/or services shall be the same regardless of whether purchasers make payment by cash, credit card, or electronic payment. The bidder shall bear any processing or surcharge fees associated with the use of credit cards or electronic payment.

This part of the bid response is scored up to 25 points

4.5 (SELF AUTHORED) EXPERIENCE & EXPERTISE

This part of your bid response is self-authored by the bidder; no form is provided.

- Please title this self-authored document "4.5 Experience and Expertise".

In this portion of the response, Offerors should describe their experience & expertise in providing the products & services as describe in Section 1.2. Specifically, provide experience in supplying, installing and managing pay stations and the related M&O services on a large scale (statewide). Describing experience, if any, working with governmental entities is also helpful. Offeror may provide photos if helpful.

This part of the bid response is scored up to 25 points.

4.6 (APPENDIX D) - REFERENCES

The Appendix D form is provided for this part of your bid response. See Appendix D: References.

This part of your bid response requires you to submit reference from other parties (do not use Washington State Parks and Recreation Commission as a reference).

Offerors should provide a minimum of five references for similar services to those of this RFP. References should include a current point of contact, email addresses, and phone numbers.

This part of the bid response is evaluated on a pass/fail basis.

4.7 (APPENDIX E) – DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS

The Appendix E form is provided for this part of your bid response. See Appendix E: Diverse Business Inclusion Plan – Subcontractors.

This form is required only if the Bidder will be using subcontractors to perform the contract. The intention of Appendix E is for bidders to outline their proposed inclusion plan for diverse business subcontractors pertaining to the contract.

Appendix E – Diverse Business Inclusion Plan - Subcontractor is evaluated on a pass/fail basis.

4.8 (APPENDIX F) – SPECIFICATIONS SPREADSHEET

This part of your bid response requires response to all lines of the Specifications Spreadsheet, attached to this RFP and titled: RFP 325-420 Appx F-Automated Pay Stations-Specs.

All lines of the Specifications Spreadsheet must be completed by respondents. If any line is not appropriate to what you are offering, enter n/a.

Evaluation of this spreadsheet will occur in two ways:

1. Mandatory Requirements.

The evaluation team will confirm if the proposed solution meets each mandatory requirement in column H by yes or no.

Offerors whose solutions are confirmed to adequately meet the mandatory requirement will be awarded a 'yes'. If the proposed solution does not adequately meet the requirement, it will be awarded a 'no'.

After evaluating the mandatory requirements for all offerors, State Parks reserves the right to limit its continued evaluation to the top three (3) vendors whose solution meets the highest number of mandatory requirements.

2. Desirable Requirements.

The evaluation team will assess desirable requirements in column I by scoring points.

For each desirable requirement, State Parks evaluators will award either 5, 3, or 0 points.

- 5 points = fully meets the requirement

- 3 points = adequately meets the requirement

- 0 points = does not meet the requirement.

Once points are allocated to each line on the spreadsheet, scoring points will be allocated on a sliding scale by percentages.

For example, if three offerors score 820, 750, and 690 (out of the total possible 880) on the Spreadsheet, the offerors will score the following scoring points:

Offeror	Spreadsheet Score (max total 880)	Scoring Points (40 points possible)	formula
1	850	40	
2	750	35	$750 / 850 \times 40$
3	720	33.9	$720 / 850 \times 40$

This part of the bid response is scored up to 40 points.

5 RESPONSES – PREPARATION, SUBMISSION REQUIREMENTS AND PREFERENCES

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.

5.1 SUBMISSION OF RESPONSES

Bids must be complete, legible, signed, and follow all instructions stated in the competitive solicitation (including all appendices and exhibits). Unless otherwise specified in writing, 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.

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 verify that the bid was received, if an auto-generated verification was not received. However, this manual verification process only works if there is enough time between the date and time submitted and the bid's due date deadline. Send verification requests to:

contracts@parks.wa.gov

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

Note: 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 will be rejected. ---

5.2 RESPONSE LAYOUT REQUIREMENTS

The Bidder's 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 10 points to any bidder who certifies in one or both of the following:

- 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:
 1. 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.
 2. 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 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.
3. 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:
 1. 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.
 2. 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.
 3. WEBS Certification. Bidder must have certified its Veteran-Owned Business status in Washington’s Electronic Business Solution (WEBS).
 4. 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 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 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.

6.2 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 non-cost considerations; and
 - f) Life-cycle cost.

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

- 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.

6.2.1 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 6.4.1: Preliminary Evaluation (Procedural), and all of this section's subparts.

If State Parks determines that a bid or Bidder must be rejected under Section 6.4.1 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.
- 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 6.4.1: Preliminary Evaluation (Procedural).

State Parks will consider the rejected Bidder's rejection 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 or Protest processes. A Bidder may, after the 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 these processes and what State Parks will recognize as legitimate.

6.3 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 purchasing or an evaluation team. State Parks has sole discretion over the selection 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.

6.4 EVALUATION STEPS

6.4.1 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)? This manifestation of assent is achieved by the bid being signed by an individual authorized to bind the company. Signature is allowable either in wet-ink or electronic signature. **Pass/Fail.**
- 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.**

If any bid is rejected at this stage, a Rejection Letter will be sent to the Bidder's email address provided by the Bidder in Appendix B – Bidder's Profile. See also Section 6.2.1: Rejected Bids/Bidders & Rejection Notification & Rejection Response.

6.4.2 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.*

- 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) use, and the corresponding preference or penalty, if applicable.
- 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, and 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 criteria are applied.
- f) Upon determining the lowest priced responsive and responsible Bidder (or responsive and responsible Bidder with the most points), issue the Announcement of Apparent Successful Bidder (ASB), unless the Substantive Evaluation: Phase 2 (optional) is used.

6.5 SUBSTANTIVE EVALUATION: PHASE 2 – BID CLARIFICATION (OPTIONAL)

- a) Following Phase 1, if State Parks 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 that the services or items offered meet the State Parks' needs and meet 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 State Parks needs and/or other competition terms & conditions, the Bidder's 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.

6.6 EVALUATION OF COMPLETION BY DATE (OPTIONAL)

State Parks reserves the right to require that the Apparent Successful Bidder (ASB) provide, within three (3) business days of a request, satisfactory evidence of ability to have the required products and/or services performed and completed according to the required timeline. Failure to provide satisfactory evidence may be grounds for submittal rejection.

6.7 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 to a bidders oral presentation. All points will be cumulative. The oral presentation will determine the apparently successful bidder.

6.8 ORAL PRESENTATIONS EVALUATION CRITERIA (OPTIONAL)

Oral Presentation Evaluation Criteria	Maximum Possible Points
Organization: Management plan	25 points
Project Management: Project scheduling	25 points
Expertise: Understanding of this project	25 points
Experience: Relevant past projects	25 points
Total:	100 points

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)
---	---	--	---	--	---

6.9 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) will be issued.

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.

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

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 and checked email address. State Parks accepts no responsibility for the bidder's actual receipt of the Announcement of ASB.

The Announcement of Apparent Successful Bidder (ASB) 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. ASB's 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.

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. 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.

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 the requesting bidder themselves are unavailable. Bidders not available for the scheduled debriefing forgo their opportunity for debriefing and filing a protest (see Section 7.4: 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:

The 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, thereby 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.

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. 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 (Section 2.3), Complaint Period (Section 2.4), or by a bidder rejected under Section 6.2.1 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 conducted 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.

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

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.

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 WA Electronic Business Solution (WEBS) [WEBS Registration](#). There is no cost to register on WEBS.

8.12 POLYCHLORINATED BIPHENYLS (PCBS) NOTICE

Polychlorinated biphenyls, commonly known as PCB's, 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 PCB's and to incentivize its contractual vendors to sell products and products-in-packaging without PCB's.

8.13 SMALL AND DIVERSE BUSINESS

State Parks, in accordance with Washington law, encourages small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded bidders. See [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. OMWBE Certification does not result in a scoring preference.
- **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. WDVA Certification results in a scoring preference as described in Section 5.3 – WA State Procurement Priorities & Preferences.
- **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.

Washington Small Business Certification results in a scoring preference as described in Section 5.3 – WA State Procurement Priorities & Preferences.

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 through Access Equity, Washington's 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.
- 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.

9 APPENDICES AND EXHIBITS

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 (self-authored)
 - self-authored by the Bidder
- Appendix D (Section 9.4) References
 - return all pages
- Appendix E – Diverse Business Inclusion Plan - Subcontractors (Section 9.5)
 - return all pages
- Appendix F: Specifications Spreadsheet (separate attachment)
 - Complete all lines of the spreadsheet and return, along with any additional information

EXHIBITS

- Exhibit A (Section 9.6): Sample Contract & General Contract Terms and Conditions
 - This document is provided for review only. A Bidder does not need to complete or return this document as part of their response to this RFP.

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

(Appendix A) – Bidder’s Certifications, Assurances, and Waiver (return this page)

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.
- 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

(Appendix A) – Bidder’s Certifications, Assurances, and Waiver (return this page)

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.

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.

By: _____
Signature of Bidder’s authorized person Print Name of authorized Signatory

Title: _____
Title of person signing certificate

Date: _____
Print city and state where signed

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: 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"/>		
	<p>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).</p>			

***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.

(Appendix B) – Bidder Profile (return this page)

(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:		
	Area Code:	Number:	Extension:

(e)	Primary Contact Person for Questions/Contract Negotiations, including address if different than above		
	Name & Title:		
	Address:		
	Email Address***:		
	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.

(f)	WA State UBI	
-----	--------------	--

(g)	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

(h)	Federal Tax Identification Number	
-----	-----------------------------------	--

Is your firm certified as a minority or woman owned business with the Washington State Office of Minority & Women’s Business Enterprises (OMWBE)?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide Bidder’s OMWBE certification number: _____
Is your firm a self-certified Washington State Small Business? <i>Note:</i> See 5.3 for criteria to qualify as a Washington State Small Business, self-certified in WEBS. <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: <ul style="list-style-type: none"> ▪ Microbusiness: Annual gross revenue of less than one million dollars. ▪ Mini business: Annual gross revenue of more than one million dollars, but less than three million dollars. 	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the location for Bidder’s principal place of business: _____ Street Address _____ City, State, Zip Code If yes, what is your business size (based on annual gross revenue)? Microbusiness <input type="checkbox"/> Mini business <input type="checkbox"/> Small Business <input type="checkbox"/>

(Appendix B) – Bidder Profile (return this page)

<ul style="list-style-type: none">▪ Small Business: Annual gross revenue of less than seven million dollars over each of the three prior consecutive years.	
<p>Is your firm certified as a Veteran-Owned Business with the Washington State Department of Veteran Affairs? <i>Note: See 5.3 for criteria to qualify as a Certified Veteran-Owned Business.</i></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide Bidder's WDVA certification no.: _____</p>

9.3 (APPENDIX C) – BID PRICE WORKSHEET (MUST BE LEGIBLE)

The Bid Price worksheet below will be used for evaluating costs submitted by offerors in an equitable fashion. To facilitate this, the State has prepared a hypothetical level of purchasing for 1-year.

In the interest of complete clarity: the quantities indicated in this Bid Price Template are hypothetical only and are NOT a guarantee of any minimum purchase levels. As described in Section 1.2.3: Anticipated Project Budget, the actual value of the contract resultant from this RFP is not guaranteed. The number of Automated Pay Stations purchased will depend on many factors, including budget. State Parks may purchase more, or less, units than the estimates identified below.

Instructions:

There are 2 sections to this Bid Price worksheet, described below:

Section 1

This section identifies the cost to purchase an Automated Pay Station Unit.

Bidders should indicate the price for each unit in the Unit Price column. If the bidder offers a price break for purchasing multiple units at once, please identify that break in the Unit Price column. Multiple the price by the quantity indicated in each row and put that amount in the Extended Price column. All blue and green boxes should be filled out once completed.

Add all 5 of the extended prices together, putting the total in the total box (green).

Note: Prices indicated in this section should include all costs associated with the Automated Pay Station Unit. This price must represent an all-inclusive flat fee; no additional costs may be charged to the contract.

Section 2:

This section identifies the costs involved for servicing of a pay station purchased through this contract.

Note: Annual price indicated in this section should include all costs associated with servicing, maintenance, technical support, product warranty, operations, reporting, contract administration, upgrades, travel, and any other costs related to the ongoing operations of each automated pay station unit. Enter an annual price, per unit in the blue box provided. Multiply that by the hypothetical purchasing total of 15 units and enter the total in the green box provided.

No other costs will be allowable to be billed to the contract, except for after-hours/emergency support (described by Requirement #152).

Annual Total:

Here, bidders should add the total from each of the two sections (green boxes). For the purposes of evaluation only, this is the amount that will be evaluated.

Reminder: This is a hypothetical annual cost scenario, to be used for evaluation purposes only. The State does not guarantee any level of purchasing. Actual purchasing will be conducted on an as-needed basis, as described in the RFP Section 1.2.3: Anticipated Project Budget.

(APPENDIX C) – BID PRICE WORKSHEET (must be legible)

Bidder Name: _____

Automated Pay Station Units (inclusive of hardware & software as described in the specs spreadsheet)			
Description of Item	Unit Price	X	Extended Price
One (1) Automated Pay Station unit, purchased individually	\$	1	\$
Two (2) Automated Pay Station units, purchased together (if there is a price break at this quantity, please indicate that in the unit price column)	\$	2	\$
Three (3) Automated Pay Station units, purchased together (if there is a price break at this quantity, please indicate that in the unit price column)	\$	3	\$
Four (4) Automated Pay Station units, purchased together (if there is a price break at this quantity, please indicate that in the unit price column)	\$	4	\$
Five (5) Automated Pay Station units, purchased together (if there is a price break at this quantity, please indicate that in the unit price column)	\$	5	\$
Total for 15 Automated Pay Station Units: (add the 5 extended prices above)			\$

Annual Support and M&O Services (inclusive of all services described in the specs spreadsheet)			
Description of Item	Annual Cost	X	Extended Price
Cost for annual support and maintenance & operations of one single pay station unit. The cost provided here should be all-inclusive. No additional fees may be charged to the resultant contract, with the exception of after-hours support services (requirement # 152). If there is a price break on M&O after purchase of a certain number of units, please indicate that break (# and amount) here: _____	\$	15	\$

Annual Total (hypothetical) for 15 units	Total
Here, add the totals from both sections above (green boxes) This is the amount that will be evaluated.	\$

(APPENDIX C) – BID PRICE WORKSHEET (must be legible)

9.4 (APPENDIX D) - REFERENCES (must be legible)

In the Table below the Bidder shall provide a minimum of three (3) references from customers or businesses, for which the Bidder has provided similar goods and services, and that the reference can speak to the quality of the Bidder’s goods and customer service. State Parks reserves the right to request additional references and independently contact anyone that may have knowledge of the Bidder’s Firm. Bidder’s grant of its Release of Information also authorizes State Parks to contact firms/parties other than those listed below.

Company & Name of Person	Phone & Email
(EXAMPLE) Anything LLC John Smith	(EXAMPLE) 360.555.5555 john.smith@haha.com

9.5 (APPENDIX E) – DIVERSITY BUSINESS INCLUSION PLAN - SUBCONTRACTORS

Diverse Business Inclusion Plan – Subcontractors: Bidders who plan to utilize subcontractors to perform the contract, if awarded must complete this Appendix.

Contractor Name: _____

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

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

Anticipated Certified Diverse Business Participation Goals

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

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

Subcontracting Team

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

Name of Diverse Business	Specify Diverse Business Certification (circle one or more)	Brief Description of Trade or Task	Anticipated % of Contract Amount
	MBE, WBE, DVA, Small		%
	MBE, WBE, DVA, Small		%
	MBE, WBE, DVA, Small		%
	MBE, WBE, DVA, Small		%
	MBE, WBE, DVA, Small		%

(Appendix E) – Diversity Business Inclusion Plan – Subcontractors (return this page)

Describe bidder’s plan to meet or exceed bidder’s voluntary Diversity Business Inclusion Plan – Subcontractors’ Goals, including outreach.

Diversity Expert:

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

Diversity Expert Name: _____

Diversity Expert Contact Information: _____

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

Past Performance

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

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

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

(Appendix E) – Diversity Business Inclusion Plan – Subcontractors (return this page)

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

State Parks will review the submitted inclusion plan for genuine efforts.

9.6 (APPENDIX F) – SPECIFICATIONS SPREADSHEET

Specifications Spreadsheet: This document is attached to this solicitation as a separate document, titled: Appendix F RFP 325-420 Automated Pay Stations-Specs.

All Bidders must fill in their response to all lines of the spreadsheet and return it with their response package.

9.7 (EXHIBIT A) – Sample Contract with 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.

****In order to be considered responsive, Offerors must complete the excel version of this spreadsheet, available on WEBS.**

Offeror Instructions - please read the instructions below

In the 'Pay Station Requirements' tab (tabs are located along the bottom) - offerors must complete columns E, F, & G for all lines of this spreadsheet, indicated in green.

1	Row 2 - Offeror's Name. Offerors should enter their business name in Row 2
2	Column A - Requirement Number. This is the number applied to each requirement.
3	Column B - Requirement Category. A category name for a group of requirements
4	Column C - Requirement Description. A brief description of the specific requirement
5	Column D - Priority Levels. Offerors should review the following definitions: <ul style="list-style-type: none">• Mandatory: Mission critical requirement; cannot consider a solution that does not meet this requirement.• Highly Desirable: Requirement supports necessary operations and the solution is less effective if this requirement is not met.• Desirable: Requirement enhances functionality or quality of the solution and makes it more desirable
6	Column E - How Fully is the Requirement Met? Offeror - from the drop down box, select if your proposed solution Fully Meets, Partially Meets, or Does Not Meet the requirement
7	Column F - Response Code. Offeror - from the drop down box, select how your proposed solution meets each requirement, from the following options: <ul style="list-style-type: none">• Core - The proposed solution currently meets this requirement as part of the generally available solution (or configuration of the generally available solution).• Customization - The proposed solution can meet the requirement through a customization or an add-on to the generally available solution. In the Written Response column describe customization needed, estimated level of complexity and timeline.• Third Party - The proposed solution can meet this requirement through functionality provided by a third party. In the Written Response column, indicate if the third party functionality is live with any other Bidder's customers.

8	<p>Column G - Written Response. Offeror - In the Written Response column for every requirement that indicates 'Written Response Required', or requires customization, or is provided by a third party, or partially meets, provide a detailed written response that addresses how the proposed solution will meet the requirement. Limited responses may receive lower scoring than those that demonstrate understanding and mastery of the subject matter (see scoring guide below).</p> <p>Note: Written responses so brief that they do not support an affirmative response may be considered inadequate for the purpose of meeting a mandatory requirement, or for application of scoring points.</p> <p>Note: Offeror can include screen shots or separate documents as attachments, if appropriate. All attachments must be labeled with the Requirement ID number and the Written Response column must indicate the title of the attachment, page number and/or section title of where the information can be found.</p>
---	---

Evaluation - conducted by State Parks evaluation team	
<p>Evaluation of the Pay Station Requirements will occur in 2 ways, for mandatory requirements and desirable requirements. A description of the evaluation for each is described below. Offerors should NOT fill anything in in columns H or I, which are reserved for evaluation</p>	
H	<p>Mandatory Requirements. The evaluation team will complete column H by yes or no.</p> <p>Offerors whose solutions are confirmed to adequately meet the mandatory requirement will be awarded a 'yes'. If the proposed solution does not adequately meet the requirement, will be awarded a 'no'.</p> <p>After evaluating the mandatory requirements for all offerors, State Parks reserves the right to limit its continued evaluation to the top three (3) vendors whose solution meets the highest number of mandatory requirements.</p>

Desirable Requirements.

The evaluation team will complete column I by scoring points.

I

For each desirable requirement, State Parks evaluators will award either 5, 3, or 0 points.

- 5 points = fully meets the requirement
- 3 points = adequately meets the requirement
- 0 points = does not meet the requirement.

****In order to be considered responsive, Offerors must complete the excel version of this spreadsheet, available on WEBS.**

**Appendix F - RFP 325-420 Automated Pay Stations Specifications Spreadsheet
(full instructions for completion are on the 'Instructions' tab)**

Bidder Name:

Requirement Number	Requirement Category	Functional Requirement Description	State Parks Priority Level	How Fully is the Requirement Met? Offeror - from the drop down box, select either Fully Meets, Partially Meets, or Does Not Meet, for each requirement. Offerors must select one option for every requirement.	Response Code Offeror - from the drop down box, select either Core, Customization, or Third Party, to describe how your proposed solution meets each requirement. Offerors must select one option for every requirement.	Written Response Offeror - provide a description of how your proposed solution meets, has limitations, or does not meet each requirement. If an offeror prefers to add attachments (written documents, spec sheets, and/or photos or diagrams) to aid in describing their proposed solution and its ability to meet requirements, please clearly identify which attachment State Parks is to look for each requirement. It is helpful if the attachment itself is also labeled with the Requirement Number they are responding to. The Written Response column must indicate the title of the attachment, page number, and/or section title of where the response information can be found.	State Parks Evaluation - Mandatory Requirements Offeror - DO NOT fill in this column. This column is for State Parks evaluator use only. The evaluation team will complete this column by yes or no. Offerors who's solutions are confirmed to adequately meet the requirement will be awarded a 'yes'. If the proposed solution does not adequately meet the requirement, will be awarded a 'no'. After evaluating the mandatory requirements, State Parks reserves the right to limit its continued evaluation to the top three (3) vendors who's solution meets the highest number of mandatory requirements.	State Parks Evaluation - Desirable or Highly Desirable Requirements Offeror - DO NOT fill in this column. This column is for State Parks evaluator use only. The evaluation team will complete this column by scoring points. For each requirement, State Parks evaluators will award either 5, 3, or 0 points. - 5 points = fully meets the requirement - 3 points = adequately meets the requirement - 0 points = does not meet the requirement			
General Features											
1	General Features	The solution must be able to function as a single unit or operate in a networked environment using IP-based communications technology (digital cellular or ethernet).	MANDATORY			Written Response Required					
2	General Features	The solution must be supported by software applications allowing user manipulation of rate structure, system configuration, menu items, machine monitoring and transaction recording from a local or remote site.	MANDATORY			Written Response Required					
3	General Features	The solution must be supported by software applications for real-time credit card authorization and settlement with end-customer's financial institutions.	MANDATORY			Written Response Required					
4	General Features	The solution must have security monitoring sensors that sends a signal to the local and remote location.	MANDATORY			Written Response Required					
5	General Features	The solution includes an operating status monitor that sends information to the local and remote locations regarding the current operating status of the solution.	MANDATORY			Written Response Required					
6	General Features	The solution should be powered using a battery, capable of operating using battery power only or by continually recharging the battery using solar and/or A/C power.	MANDATORY			Written Response Required					
7	General Features	The solutions hardware components and software are upgradable to slow down obsolescence.	MANDATORY			Written Response Required					
Pay Station Cabinet											
8	Pay Station Cabinet	The cabinet should be constructed of 10 gauge cold rolled steel with ¼" stainless steel security reinforcement around the lock area of door, or similarly durable secure cabinet. Written response required.	HIGHLY DESIRABLE			Written Response Required					
9	Pay Station Cabinet	The cabinet design allows for accessibility of internal components for maintenance or repair.	DESIRABLE			Written Response Required					
10	Pay Station Cabinet	The cabinet color should be a semi-gloss durable finish available in a standard gray or black, or the ability to choose a custom color.	DESIRABLE			Written Response Required					
11	Pay Station Cabinet	A durable wrap with more than one color and graphics is desirable. Any additional cost for customization of machines should be included in the written response column.	DESIRABLE			Written Response Required					
12	Pay Station Cabinet	The cabinet case front must include a large area where graphics can be applied to display instructions and additional information.	DESIRABLE			Written Response Required					
13	Pay Station Cabinet	The cabinet door should feature a flush mounted clear Lexan, or other approved high-impact plastic, cover providing protection for the display or similar grade of protection, please describe.	HIGHLY DESIRABLE			Written Response Required					
14	Pay Station Cabinet	Access to the cabinet shall require a lock or other similar security measure to gain access.	MANDATORY			Written Response Required					
15	Pay Station Cabinet	The cabinet must be configurable for either in-ground or surface mounting.	MANDATORY			Written Response Required					
16	Pay Station Cabinet	The cabinet must able to accommodate multiple conduit connections.	HIGHLY DESIRABLE			Written Response Required					
17	Pay Station Cabinet	The unit will be out in the weather, unprotected, in most applications. The unit must be able to operate in extreme weather conditions, which may require internal heating/insulation/cooling elements.	MANDATORY			Written Response Required					

	Customer Online Portal											
18	Customer Online Portal	Solution allows customers to self manage parking (e.g., locate available parking, purchase permits, view and pay citations, submit appeals) through a secure website or iOS, Android, and Windows mobile applications.	DESIRABLE			Written Response Required						
19	Customer Online Portal	Solution offers pay-by-phone and pay-by-plate functionality.	DESIRABLE			Written Response Required						
Pay Station Display												
20	Pay Station Display	The front display shall have high contrast visibility for the user or a way to activity high contract visibility by a visually impaired user at the beginning of machine use.	MANDATORY			Written Response Required						
21	Pay Station Display	The display shall be lighted for improved readability during low/no light conditions.	MANDATORY			Written Response Required						
22	Pay Station Display	The display shall be designed to prevent damage due to moisture, extreme cold and hot weather conditions.	MANDATORY			Written Response Required						
Pay Station Interface												
23	Pay Station Interface	The unit shall have programmable buttons for a variety of fees, and combinations of fees.	MANDATORY			Written Response Required						
24	Pay Station Interface	The unit shall have an "ATM-style" keypad or functionally equivalent.	HIGHLY DESIRABLE			Written Response Required						
25	Pay Station Interface	The display interface will clearly designate one button as the "Cancel" function or a similar equivalent.	HIGHLY DESIRABLE			Written Response Required						
Pay Station Dispenser												
26	Pay Station Dispenser	The dispenser(s) will be constructed of a stainless steel or a similar durable rust-proof material.	HIGHLY DESIRABLE			Written Response Required						
27	Pay Station Dispenser	The dispenser(s) will be mounted to the front door.	HIGHLY DESIRABLE			Written Response Required						
28	Pay Station Dispenser	The dispenser(s) will include a clear Lexan, or equivalent, door.	HIGHLY DESIRABLE			Written Response Required						
29	Pay Station Dispenser	The solution shall dispense physical receipts and or product.	HIGHLY DESIRABLE			Written Response Required						
30	Pay Station Dispenser	The dispenser(s) shall be resistant to water or condensation, and have evacuation holes in the event that water or condensation does infiltrate a dispensing area.	HIGHLY DESIRABLE			Written Response Required						
Pay Station Credit Card Reader												
31	Pay Station Credit Card Reader	Reads Track II encoded mag stripe cards.	MANDATORY			Written Response Required						
32	Pay Station Credit Card Reader	Pay station credit card reader is easily accessible for serviceability.	DESIRABLE			Written Response Required						
33	Pay Station Credit Card Reader	What tamper-resistant features does your solution incorporate?	MANDATORY			Written Response Required						
Pay Station Hybrid Card Reader												
34	Pay Station Hybrid Card Reader	Reads Track II encoded mag stripe cards and ISO 7816 SmartCards.	HIGHLY DESIRABLE			Written Response Required						
35	Pay Station Hybrid Card Reader	Hybrid card reader is easily accessible for serviceability.	HIGHLY DESIRABLE			Written Response Required						
Pay Station Printer												
36	Pay Station Printer	Printer stores the dot pattern structure in an EPROM & FONT prom.	DESIRABLE			Written Response Required						
37	Pay Station Printer	Printer is easily removed for servicing and replacement.	DESIRABLE			Written Response Required						
38	Pay Station Printer	Receipt length is adjustable with industry standard widths available.	DESIRABLE			Written Response Required						
39	Pay Station Printer	The solution must be capable of printing a short term (paper) receipt and a long term (window sticker or annual pass) document. Please provide samples if available. note: all printed materials must be free of bisphenols.	HIGHLY DESIRABLE			Written Response Required						
40	Pay Station Printer	Solution printer has a material option that dispenses a printed product of suitable durability to remain fully legible in a vehicle for up to one year. Material in this period can remain legible while withstanding exposures to UV light, cold weather, hot weather below 180 degrees farenheit and resist tearing. Please elaborate on the durability options of the printed material. ** All printed materials must be free from Bisphenols.	HIGHLY DESIRABLE			Written Response Required						
Pay Station Processor												
41	Pay Station Processor	Does your solution have a mode or feature for ultra-low-power operation?	HIGHLY DESIRABLE			Written Response Required						
Pay Station Solar Power Charging												
42	Pay Station Solar Power Charging	The solution offers a Solar Power Charging feature consisting of a 20-Watt solar panel, or better, and mounting hardware. Please elaborate on any solar power options your equipment has.	HIGHLY DESIRABLE			Written Response Required						
Pay Station Security Sensors												
43	Pay Station Security Sensors	Detects door opening and sends event to specified users at local and remote locations.	MANDATORY			Written Response Required						

44	Pay Station Security Sensors	The door open sensor is set to activate when the front door is opened 1/8" or more.	DESIRABLE			Written Response Required				
45	Pay Station Security Sensors	Detects case intrusion, shock or vibration and sends event to local and remote locations.	MANDATORY			Written Response Required				
46	Pay Station Security Sensors	Solution security sensors offer configurable sensitivity to guard against false alarms or false event notification.	HIGHLY DESIRABLE			Written Response Required				
	Pay Station Operating Status Monitor									
47	Pay Station Operating Status Monitor	Detects and sends event messages to local and/or remote locations, including printer/paper faults, and power management faults.	MANDATORY			Written Response Required				
	Pay Station Transaction Storage									
48	Pay Station Transaction Storage	Unit data is automatically communicated to the local and remote locations (for consolidation and storage).	MANDATORY			Written Response Required				
49	Pay Station Transaction Storage	Separate data structures are assigned for storage of transactions, operating status, system configuration, security, diagnostic and other types of data.	MANDATORY			Written Response Required				
50	Pay Station Transaction Storage	Credit Card transaction data must be encrypted in compliance with the Payment Card Industry (PCI) Data Security Standards (DSS).	MANDATORY			Written Response Required				
	Pay Station Transaction Processing									
51	Pay Station Transaction Processing	The system supports a minimum of two transaction processing modes; on-line, and networked (hard-wired).	MANDATORY			Written Response Required				
	Credit Card Transaction and Processing Requirements									
52	Credit Card Transaction and Processing Requirements	State Parks is required to utilize the state's master contract for merchant bankcard services, managed by the Washington Office of the State Treasurer (OST). The current contract uses Key Bank as the acquiring bank and the First Data gateway for authorization and settlement. System must be able to change processors if this contract changes. The successful offeror is fully responsible for all required certifications, registrations and conversion costs related to this throughout the contract term.	MANDATORY			Written Response Required				
53	Credit Card Transaction and Processing Requirements	PCI Compliance Requirement. Bidder hardware, software, middleware, processors, and/or gateways must be fully compliant with all Payment Card Industry Data Security Standards (PCI DSS) issued by the official Payment Card Industry Security Standards Council at the time of bid submission. Compliance must be maintained during the life of the contract.	MANDATORY			Written Response Required				
54	Credit Card Transaction and Processing Requirements	A copy of the Attestation of Compliance (AOC) that validates compliance with PCI DSS for all certifiable components completed by an approved Qualified Security Assessor (QSA) must be included with the Bidder's proposal as part of Exhibit D. An updated Attestation of Compliance must be submitted annually throughout the contract term.	MANDATORY			Written Response Required				
55	Credit Card Transaction and Processing Requirements	Bidder must show their solution is 100% PCI compliant end-to-end by providing scan results of an Approved Scanning Bidder (ASV). This should include quarterly results from an external network vulnerability scan and annual results from external penetration testing.	MANDATORY			Written Response Required				
56	Credit Card Transaction and Processing Requirements	Bidder shall provide, upon request by customer, information such as the pay station IP addresses or the technological equivalent to enable the customer ASV vendors to perform quarterly and annual scans required for PCI compliance.	MANDATORY			Written Response Required				
57	Credit Card Transaction and Processing Requirements	Bidder application and software must be registered/certified/approved by both Key Bank and First Data. Bidder shall provide the name, version number and certification proof for all credit card interfacing software, hardware, processors, middleware, gateways, etc. with Bidder's proposal. Bidder shall also submit a flow chart of the credit card process from the Bidder's system to First Data and identify the First Data platform to be used.	MANDATORY			Written Response Required				
58	Credit Card Transaction and Processing Requirements	A separate merchant identification number is required for each field location. This requirement is not negotiable. If there are multiple terminals at one physical location, one MID will be issued with separate terminal identification numbers for each terminal.	MANDATORY			Written Response Required				
59	Credit Card Transaction and Processing Requirements	The successful Bidder does not receive any state funds into their bank or merchant accounts, nor is there any transfer of funds from the Bidder to the state related to customer payments unless erroneously received.	MANDATORY			Written Response Required				

60	Credit Card Transaction and Processing Requirements	All credit card transactions must be sent from the Bidder to the state's processor (currently Key Bank using First Data's North and Nashville platforms) daily.	MANDATORY			Written Response Required					
61	Credit Card Transaction and Processing Requirements	Solution customer shall pay any merchant fees imposed by the contracted merchant bank (Key Bank) and processor (First Data for State Agencies).	MANDATORY			Written Response Required					
62	Credit Card Transaction and Processing Requirements	The Bidder shall be responsible for all merchant fees or processing fees imposed by interfacing software, processors, middleware or gateways used by the Bidder other than Key Bank and First Data.	MANDATORY			Written Response Required					
63	Credit Card Transaction and Processing Requirements	Credit card numbers shall be encrypted/masked in the system and reports except for 4 digits on either end of the credit card number.	MANDATORY			Written Response Required					
64	Credit Card Transaction and Processing Requirements	The System must include a component that will allow authorized staff to research all credit card transactions that originate from any location in the system based on date of transaction, last four (4) digits of the credit card number, amount of transaction, or customer last name. The search must return, at a minimum, transaction number for the transaction, item purchased and location where transaction occurred.	MANDATORY			Written Response Required					
65	Credit Card Transaction and Processing Requirements	Credit Card Research – System must provide a report that will provide information on all credit card transactions for a date range based on the last four digits of the credit card that are entered by the user. The report will return a transaction date, transaction amount, customer ID and name, first four and last four digits of the credit card number, charge location and a /transaction/receipt number so the transaction can be located in the system.	MANDATORY			Written Response Required					
	Automated Pay Station Software										
66	Automated Pay Station Software	Solution must provide functionality for system networking and network access.	MANDATORY			Written Response Required					
67	Automated Pay Station Software	The solution must allow for multiple purchases in the same customer session. Example: a purchase along with a donation	HIGHLY DESIRABLE			Written Response Required					
68	Automated Pay Station Software	The solution must give authorized users the ability to remotely modify product selection or allow for remote changes in offered products.	HIGHLY DESIRABLE			Written Response Required					
69	Automated Pay Station Software	The solution allows for different product offerings in different machines.	HIGHLY DESIRABLE			Written Response Required					
70	Automated Pay Station Software	The solution has an enforcement user interface for authorized employee users.	DESIRABLE			Written Response Required					
71	Automated Pay Station Software	Solution software interface is fully compatible with credit / smart card processing.	MANDATORY			Written Response Required					
72	Automated Pay Station Software	Pay station software allows for remote or localized unit diagnostics.	MANDATORY			Written Response Required					
73	Automated Pay Station Software	The solution allows for local database management.	HIGHLY DESIRABLE			Written Response Required					
74	Automated Pay Station Software	The solution allows for pay station maintenance, audit reports and stall information accessible from the front display/keyboard and remotely from back-office network interface.	MANDATORY			Written Response Required					
	Reports										
75	Reports	The solution offers administrator or authorized user network access to generate reports remotely.	MANDATORY			Written Response Required					
76	Reports	The solution allows for reports to be generated by an administrator, technician, or authorized user by accessing the solution hardware.	HIGHLY DESIRABLE			Written Response Required					
77	Reports	Reports must be exportable into Microsoft Excel, Word, csv, or similar format. Please list any other formats to which information is exportable.	MANDATORY			Written Response Required					
78	Reports	The solution allows for reports generated on enforcement details by location.	HIGHLY DESIRABLE			Written Response Required					
79	Reports	The solution allows report information to be visually depicted using graphs and charts.	HIGHLY DESIRABLE			Written Response Required					
80	Reports	The solution is capable of providing the following report: summary of revenue collections by designated location or individual machine and statewide during a specific time period.	HIGHLY DESIRABLE			Written Response Required. Include sample copy of report if available.					
81	Reports	The solution is capable of providing the following report: parking location usage by specified purchase increments and time of purchase for a specified time period.	HIGHLY DESIRABLE			Written Response Required. Include sample copy of report if available.					
82	Reports	The solution is capable of providing the following report: detailed listing of all transactions for a designated location or individual machine and statewide summary of all transactions for a specified time period.	HIGHLY DESIRABLE			Written Response Required. Include sample copy of report if available.					

83	Reports	The solution is capable of providing the following report: the number of paid parking passes sold for a designated location or individual stall for a specific time period (graph of this information is preferred).	HIGHLY DESIRABLE			Written Response Required. Include sample copy of report if available.					
84	Reports	The solution is capable of providing the following report: daily parking or individual machines and as a statewide summary, the usage by total daily revenue for a specified time period (graph of this information is preferred).	HIGHLY DESIRABLE			Written Response Required. Include sample copy of report if available.					
85	Reports	The solution is capable of providing the following report: average paid parking passes for a group of machines or designated locations for a specified time period (graph of this information is preferred).	HIGHLY DESIRABLE			Written Response Required. Include sample copy of report if available.					
86	Reports	The solution allows all summaries, graphs, and charts to be set to differentiate between credit card and smart card transactions (visual depiction using graphs and charts of this information is preferred).	HIGHLY DESIRABLE			Written Response Required. Include sample copy of report if available.					
87	Reports	The solution must allow for remote authorized users to reconcile payments and sales at the end of each day.	MANDATORY			Written Response Required. Include sample copy of report if available.					
88	Reports	The solution allows for sales data for specific revenue source types (e.g., boat launch, Discover pass, etc.) by designated location, payment method, by date or range of dates.	HIGHLY DESIRABLE			Written Response Required. Include sample copy of report if available.					
89	Reports	The solution must have reports summarizing and detailing transaction data for all transactions. Credit card transactions must reconcile to the system transaction files sent to the State Merchant Bank for settlement/deposit by location/merchant identification numbers(MID).	HIGHLY DESIRABLE			Written Response Required. Include sample copy of report if available.					
90	Reports	The solution offers the ability to run various reports for one designated location or all locations for one date or a range of dates.	HIGHLY DESIRABLE			Written Response Required. Include sample copy of report if available.					
91	Reports	The solution allows reports to be run with the following data elements: date, location name, location number, MID, revenue source code, revenue source name, and amount. If report is run for multiple dates, data should be grouped by date, then location name and a total by date and total for all dates for each location and report the total revenue for all dates and all locations at the end of the report.	HIGHLY DESIRABLE			Written Response Required. Include sample copy of report if available.					
92	Reports	If a third party credit card processor is used, access to the reporting tool used by the processor is required for reconciliation purposes.	HIGHLY DESIRABLE			Written Response Required. Include sample copy of report if available.					
93	Reports	The solution reports must mask the credit card number and reveal no more than the first four or last four digits of the credit card number. Masking of all numbers except the last four digits is preferred.	MANDATORY			Written Response Required. Include sample copy of report if available.					
	Mounting & Hardware										
94	Mounting & Hardware	All hardware components of the solution should be securely mounted or installed. Please elaborate in writing with specific details.	MANDATORY			Written Response Required					
95	Mounting & Hardware	The solution should be vandal-resistant. Please elaborate in writing with specific details and product features.	MANDATORY			Written Response Required					
	Internet Based Payment Application										
96	Internet Based Payment Application	The solution has an internet accessible application that allows users to pay for parking or docking via an internet connection.	DESIRABLE			Written Response Required					
97	Internet Based Payment Application	If the solution offers an internet based application is the application interface optimized for mobile phone (responsive design) use?	HIGHLY DESIRABLE			Written Response Required					
98	Internet Based Payment Application	The payment application solution provides users a unique transaction ID and instructions immediately after purchase.	HIGHLY DESIRABLE			Written Response Required					
99	Internet Based Payment Application	The payment application integrates with any enforcement software to provide staff the ability to check a license plate number or boat registration number against purchases in the past 1-14 days.	HIGHLY DESIRABLE			Written Response Required					
	General Software Specs Hosted System Management Software										
100	General Software Specs Hosted System Management Software	The solution offers a web-based administration system interface with the ability to set individual and combinable vend items, rate tables, attributes and parameters, and manage system access and permissions.	MANDATORY			Written Response Required					
101	General Software Specs Hosted System Management Software	System admin interface shall be MS Windows-compatible, requiring a standard PC workstation or laptop and be responsive while viewed in a major web browser.	MANDATORY			Written Response Required					
102	General Software Specs Hosted System Management Software	System will have appropriate backup systems to ensure business continuity and guard against data corruption and loss due to system failures.	MANDATORY			Written Response Required					

103	General Software Specs Hosted System Management Software	Software shall allow authorized users to select the rate for each individual day and have the ability to designate a day closed, or free parking day.	MANDATORY			Written Response Required				
104	General Software Specs Hosted System Management Software	Software shall include the ability to set fees or combination of fees.	MANDATORY			Written Response Required				
105	General Software Specs Hosted System Management Software	Software shall allow authorized users to assign a minimum three character, alpha numeric, designation for each Pay Station.	MANDATORY			Written Response Required				
106	General Software Specs Hosted System Management Software	Software shall enable authorized users to customize the time zone or adjust the time or date of the solution remotely.	MANDATORY			Written Response Required				
107	General Software Specs Hosted System Management Software	Software shall allow authorized user to select what to do in the event of a printer error.	MANDATORY			Written Response Required				
108	General Software Specs Hosted System Management Software	Software shall allow authorized users to set an access code for the enforcement interface of the solution.	MANDATORY			Written Response Required				
109	General Software Specs Hosted System Management Software	Pay station display is either preprogrammed to time-out due to user inactivity or allows authorized users or administrators to set an inactivity time-out for the backlight on the Pay Station display.	MANDATORY			Written Response Required				
110	General Software Specs Hosted System Management Software	Software shall allow authorized users to modify the top line of printed receipts with at least 24 characters of editable space.	MANDATORY			Written Response Required				
111	General Software Specs Hosted System Management Software	Software shall allow authorized users to modify at least 3 lines, with 24 characters per line, on a refund ticket.	MANDATORY			Written Response Required				
112	General Software Specs Hosted System Management Software	Software shall allow users to set an "out of service" phone number.	MANDATORY			Written Response Required				
113	General Software Specs Hosted System Management Software	Software shall allow users to preset periods of time throughout the year, to charge a special rate (i.e. higher rates in summer).	MANDATORY			Written Response Required				
	General Software Specs Printed Receipts Requirements									
114	General Software Specs Printed Receipts Requirements	Prints a paper receipt to customer that captures full financial details and complies with state law and merchant operating procedures, i.e., machine name and location (city and state), date of the transaction, description of the item purchased, item price, state/local taxes, total amount paid, form of payment (cash, Visa, MasterCard), and if credit card payment include the authorization approval code.	MANDATORY			Written Response Required				
115	General Software Specs Printed Receipts Requirements	State law (RCW 19.200.010 and 63.14.123) requires that no more than the last five digits of the credit card account number are printed on a credit card receipt to the cardholder and that the credit card expiration date does not print on a credit card receipt to the cardholder	MANDATORY			Written Response Required				
116	General Software Specs Printed Receipts Requirements	All data elements provided on the paper receipt must be available in report form.	HIGHLY DESIRABLE			Written Response Required				
117	General Software Specs Printed Receipts Requirements	Printer must be capable of printing on paper containing a watermark.	HIGHLY DESIRABLE			Written Response Required				
118	General Software Specs Printed Receipts Requirements	Backside of printer paper must be capable of being pre-printed with customer content (in ink or functional equivalent).	MANDATORY			Written Response Required				
	General Software Specs Remote and Local User Interface									
119	General Software Specs Remote and Local User Interface	The solution offers system data (including transactions, security events, bank settlements, audit reports and enforcement information) stored in a relational database and accessible to agency users in near real time.	DESIRABLE			Written Response Required				
120	General Software Specs Remote and Local User Interface	The solution has a feature warning of possible credit card reader faults or system level faults based on historic daily activity statistics.	DESIRABLE			Written Response Required				
121	General Software Specs Remote and Local User Interface	The solution sends configuration tables to the local user & Pay Station, including but not limited to diagnostic levels and bad card files.	DESIRABLE			Written Response Required				

122	General Software Specs Remote and Local User Interface	The solution has a feature designating the time any new configuration will take effect.	DESIRABLE			Written Response Required				
123	General Software Specs Remote and Local User Interface	The solution has the ability to set the diagnostic level to none, error, warning or information.	HIGHLY DESIRABLE			Written Response Required				
124	General Software Specs Remote and Local User Interface	The solution offer the ability to view the network status and indicate which Pay Stations are currently on-line or offline.	HIGHLY DESIRABLE			Written Response Required				
125	General Software Specs Remote and Local User Interface	The solution offers the ability to remotely monitor the status, audit, power, and solution version.	HIGHLY DESIRABLE			Written Response Required				
126	General Software Specs Remote and Local User Interface	The solution offers the ability to view the current audit totals, current grand totals including; credit card, smart card, refunds and overpayment(s).	DESIRABLE			Written Response Required				
127	General Software Specs Remote and Local User Interface	The solution offers the ability to view the current status of the following items; Card Reader: present/not present, Door: open/closed, Lock: open/closed, Peripheral Power: on/off, Watchdog Timer.	HIGHLY DESIRABLE			Written Response Required				
128	General Software Specs Remote and Local User Interface	The solution offers the ability to modify passwords required to initiate entrance to communications software and access and log on to remote systems.	MANDATORY			Written Response Required				
	General Software Specs Rate Testing									
129	General Software Specs Rate Testing	The solution software allows for testing the operation of a rate structure for credit card and smart card payments.	HIGHLY DESIRABLE			Written Response Required				
	Credit Card Data Processing									
130	Credit Card Data Processing	Transactions can be processed in "online" (real-time) or batched in "offline" mode.	MANDATORY			Written Response Required				
131	Credit Card Data Processing	Visa, Discover and MasterCard are supported.	MANDATORY			Written Response Required				
132	Credit Card Data Processing	Processing software generates a log of all transactions and allows the log to be printed.	MANDATORY			Written Response Required, include sample copy of log.				
	Communications Specs Digital Cellular or Broadband Communications									
133	Communications Specs Digital Cellular or Broadband Communications	Communications specifications include the following features; register with Internet, digital cellular network (e.g. LTE) or broadband, transmit/receive secure data packets, error checking and correction.	MANDATORY			Written Response Required				
134	Communications Specs Digital Cellular or Broadband Communications	Password protected set-up and configuration.	MANDATORY			Written Response Required				
135	Communications Specs Digital Cellular or Broadband Communications	In online operation all transactional and event data are transmitted to the Central Control Unit in real-time.	MANDATORY			Written Response Required				
	Machine Operations & Maintenance - General Specifications									
136	Machine Operations & Maintenance - General Specifications	Bidder or subcontractor shall provide machine maintenance and repair at all of customers vending locations across the State of Washington.* *While customer agents shall cooperate in troubleshooting problems or to perform simple tasks (e.g., changing printer paper), machine maintenance and repair is not the responsibility of customer.	MANDATORY			Written Response Required				
137	Machine Operations & Maintenance - General Specifications	Solution hardware should be available for use 365 days a year. If out of order, remote support towards resolution must occur within 48 hours. If onsite support is required, it must occur within 5 business days.	HIGHLY DESIRABLE			Written Response Required				
138	Machine Operations & Maintenance - General Specifications	Bidder is able to coordinate with Agency for accessibility to the machine site for servicing on a given day.	DESIRABLE			Written Response Required				
139	Machine Operations & Maintenance - General Specifications	Maintaining connectivity and management of connectivity/cellular service providers is the responsibility of the Bidder.	MANDATORY			Written Response Required				
140	Machine Operations & Maintenance - General Specifications	Solution will be updated to the vendors most current version for the duration of the product warranty, with software and security patches and releases, firmware updates, deprecated hardware component replacements and new industry payment card offerings.	MANDATORY			Written Response Required				

141	Machine Operations & Maintenance - General Specifications	Bidder shall provide a detailed report at least monthly showing machine(s) that were serviced, and the nature of any problem and the repair.	DESIRABLE			Written Response Required				
142	Machine Operations & Maintenance - General Specifications	Bidder shall provide a monthly report of instances where machines failed to accept a payment method (e.g., in the case of cellular interference), to assist in diagnosing and mitigating underlying causes for these failures that may result in a loss of business revenue for the agency.	DESIRABLE			Written Response Required				
Training										
143	Training	Bidder provides electronic training manuals and system documentation.	HIGHLY DESIRABLE			Written Response Required				
144	Training	Bidder provides training to customer personnel regarding the use, user operation, and troubleshooting of solution hardware and software.	MANDATORY			Written Response Required				
Warranty, Maintenance, & Support										
145	Warranty, Maintenance, & Support	Bidder will be responsible for transporting, supplying and installing any physical system and hardware.	MANDATORY			Written Response Required				
146	Warranty, Maintenance, & Support	State Parks requires full warranty covering all software and hardware with a minimum of five (5) years coverage from the date of installation and protection from obsolescence. Attach all applicable solution hardware warranties, and processes for hardware upgrades.	HIGHLY DESIRABLE			Written Response Required				
147	Warranty, Maintenance, & Support	Bidder provides on-call support via e-mail and phone for all applications during normal business hours Monday-Friday 8:00 AM - 5:00 PM (PST). Please attach a copy of your standard Service Level Agreement.	MANDATORY			Written Response Required				
148	Warranty, Maintenance, & Support	In the written response column, describe any additional costs for after hours support services, including weekends and after-hours support.	MANDATORY			Written Response Required				
Data Retention										
149	Data Retention, Access & Use	Solution provides a method for customer to comply with Disposition Authority Number GS 01001 and GS 07003 in the State Government General Records Retention Schedule. Records must be retained for a full 6-year cycle. After the cycle is complete, the data is purged from the system and destroyed.	MANDATORY			Written Response Required				
Disaster Recovery										
150	Disaster Recovery	Bidder to provide a plan on how the solution would be recovered in the event of a disaster that adheres to the OCIO Disaster Recovery and Business Resumption Planning Guidelines, at a minimum.	MANDATORY			Written Response Required				
151	Disaster Recovery	Solution meets Business Continuity & Disaster Recovery minimum requirements of 72 hours Recovery Time Objectives (RTO).	HIGHLY DESIRABLE			Written Response Required				
152	Disaster Recovery	Solution meets Business Continuity & Disaster Recovery minimum requirements of 24 hour Recovery Point Objective (RPO).	HIGHLY DESIRABLE			Written Response Required				
Prime Contractor										
153	Prime Contractor	Bidder shall perform its duties as prime contractor which includes devices, all peripheral hardware, software and overall solution.	MANDATORY			Written Response Required				
Accessibility										
154	Accessibility	Solution complies with the State of Washington accessibility policy and standards, found here: https://watech.wa.gov/accessibility	HIGHLY DESIRABLE			Written Response Required				
155	Accessibility	Describe or provide documentation on how the solution meets State of Washington minimum level of compliance for accessibility, Web Content Accessibility Guidelines (WCAG) 2.0 Level AA compliance, found here: https://www.w3.org/TR/WCAG20/ Attach the following: •Voluntary Product Accessibility Self-Assessment (VPAT). VPAT can be found at http://www.itic.org/policy/accessibility/ •Evidence of successful independent 3rd party testing to WCAG 2.0 Level AA standards.	HIGHLY DESIRABLE			Written Response Required				
156	Accessibility	System generated reports must meet the accessibility standards.	HIGHLY DESIRABLE			Written Response Required				
Financial										
157	Financial	Solution Point of Sale terminals must be Europay, MasterCard and Visa (EMV) compliant.	MANDATORY			Written Response Required				
158	Financial	The solution is capable of accepting payment via ISO 7816 SmartCards	DESIRABLE			Written Response Required				
159	Financial	The solution is capable of accepting debit card.	MANDATORY			Written Response Required				
160	Financial	The solution is capable of accepting payment via Gift/Loyalty Card	DESIRABLE			Written Response Required				

161	Financial	The solution features a paper audit trail, supported by an electronic record of all transactions.	MANDATORY			Written Response Required				
162	Financial	Solution complies with current Payment Application Data Security Standard (PA-DSS).	MANDATORY			Written Response Required				
163	Financial	Bidder to complete a AICPA Statement of Standards for Attestation Engagement (SSAE) No.18 Service Organization Control (SOC) 1 type II report on a fiscal year cycle. Fiscal year cycle must be identified. Attach a copy of SOC 1 type II report.	MANDATORY			Written Response Required				
	Security									
164	Security	All data must be stored and transmitted in the contiguous United States of America only. No offshore data transmission (e.g. for support services) or storage (e.g. hosted site or backup, disaster recovery). * Must be able to comply with WA state sanctioned country list	HIGHLY DESIRABLE			Written Response Required				
165	Security	Solution is SOC 2 Type II compliant. Attach a copy of the Standards for Attestation Engagement (SSAE) SOC 2 type II report if available.	HIGHLY DESIRABLE			Written Response Required				
166	Security	All data transfer must be encrypted using 256 bit (or higher) TLS 1.2 for HTTP traffic and SSH version 3 for any batch or real-time non-http transfers. SSL certificates must be a minimum SHA 256 and signed by a trusted third party; no self-signed certificates.	MANDATORY			Written Response Required				
167	Security	Solution provides the ability to integrate with Microsoft Entra ID to authenticate user system access.* *State of Washington agencies require this ability for employees access to vendor administrative portals.	MANDATORY			Written Response Required				
168	Security	Solution provides the ability to support optional authorization decisions based on group membership in Microsoft Entra ID.	HIGHLY DESIRABLE			Written Response Required				
169	Security	Solution provides auto-provisioning of State Park user accounts in vendor system(s) - System for Cross-Domain Identity Management (SCIM).	HIGHLY DESIRABLE			Written Response Required				
170	Security	Solution requires unique logons and passwords to authorized users.	MANDATORY			Written Response Required				
171	Security	Customer requires encryption of our data when at rest in Bidder storage. Decryption of data at rest must be under control of the application and not a storage platform.	MANDATORY			Written Response Required				
172	Security	Solution must segregate different customers data.	MANDATORY			Written Response Required				
173	Security	Bidder must have background checks for staff who can access customer data.	MANDATORY			Written Response Required				
174	Security	Bidder must conduct regular vulnerability assessments of their solution including the application code and infrastructure used by the application.	MANDATORY			Written Response Required				
175	Security	Bidder must have an incident response process that follows NIST standards and includes breach detection, breach notification and breach response. The process must include notification to customer as defined in the contract.	MANDATORY			Written Response Required				
176	Security	Bidder must annually attest that their systems are in compliance with OCIO Security Policies and Standards (formerly OCIO 141.10) (this is a state agency customer requirement) to any active customers and provide information on how they will continually test, and provide evidence, that compliance is maintained.	MANDATORY			Written Response Required				



EXHIBIT A
WASHINGTON STATE
PARKS AND RECREATION COMMISSION
PURCHASED SERVICES AGREEMENT
PARKS CONTRACT NO. SC «CONTRACTNUMBER»

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

ACQUISITION AUTHORITY

State Parks has the authority as provided by RCW 39.26.090. Currently, STATE PARKS has delegated authority for services in the amount of \$1,000,000 per contract event for services. 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

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.

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 will provide the following services:



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 «OriginalExpirationDate», unless sooner terminated as provided herein.

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 «Origcontractamount»ths Dollars («OrigContractAmount»). Any additional services provided by the Contractor must have the prior written approval of State Parks.
- 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 «ProjectRepName», «ProjectRepTitle», phone «ProjectRepPhone», 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 «FirstName» «LastName», «Title», phone «PhoneNumber», 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
 - 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.

THIS CONTRACT, consisting of Nine (9) total pages which includes [redacted] attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

Contractor:

State Parks:

«ContractorConsultantName»
«PhysicalAddress»
«PhysicalCity», «PhysicalState»
«PhysicalZipCode»

«FirstName» «LastName», «Title»
Phone: «PhoneNumber»
Email: «EmailAddress»

**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 _____

Mark Bibeau,
Title Chief Financial Officer

Date _____

Date _____

UBI No. «UBINumber»

Fed. Tax Id. No. «FederalID»

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
/ / / / /