



NOTICE TO CONSULTANTS
REQUEST FOR QUALIFICATIONS

**RFQ 325-432 PEARRYGIN LAKE STATE PARK
WEST CAMPGROUND DEVELOPMENT – Phase 2**

BRIEF DESCRIPTION: The purpose of this Professional Services Request for Qualifications (RFQ) is to select a consultant team for the design, permitting, and preparation of final construction documents for the Pearrygin Lake State Park – West Campground development. The project will include campsites, roadways, overflow parking, comfort stations, upgrades to water, sewer, and electrical systems, and an increase in domestic water reservoir capacity.

Submittal due date: Thursday, January 16, 2025

ELECTRONIC SUBMITTALS RESPONSES ONLY: Submittal responses will only be accepted electronically via Email/Email Attachment to BidBox@parks.wa.gov. (PDF scan encouraged). See Section 4.1 – Submission of Responses for expanded details.

Procurement Coordinator: Danielle Ansell, contracts@parks.wa.gov

Email Inquiries to: contracts@parks.wa.gov

- See also (special communication instructions) §2.1, §2.2, §2.3.

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

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

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

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1 SUMMARY OF OPPORTUNITY

This section describes the purpose of the Request for Qualifications and provides information about this procurement, including the potential scope of the opportunity.

1.1 ACQUISITION AUTHORITY

Under the authority granted to the Washington State Parks and Recreation Commission (State Parks) in accordance with Chapter 39.80 RCW, the purpose of this Request for Qualifications is to select a consultant or consultant team for the professional services described herein.

1.2 PROJECT DESCRIPTION

Pearrygin Lake State Park, located in the Methow Valley, approximately 2 miles east of Winthrop in Okanogan County, spans 1,184 acres along the shore of Pearrygin Lake. It is a popular camping destination, with existing facilities often at full capacity.

In the early 2000's, the state acquired the Derry Resort, a formerly private resort now within the western portion of the park boundary, to expand recreation and camping opportunities. Following this acquisition, a phased redevelopment plan was created which included:

- Phase 1 - A new consolidated park entrance road and contact station (construction completed in 2021)
- Phase 2 - West Campground development (current phase)
- Future Phases - Additional camping and day-use facilities

The West Campground development aims to enhance the park's camping capacity and provide improved amenities for visitors. A topographic survey and a preliminary schematic level campground layout have been completed for the planned development. .DWG files of both will be provided to the selected consultant.

Statement of Work

The West Campground development shall include schematic design, design development, contract documents, and permitting, for the following project components:

Campground design:

- Full-service campground design meeting ADA standards
- Full-service Parks' standard Comfort Station
- Two standalone flush restrooms (CXT type structures)
- Camp loop utilities:
 - Domestic Water
 - Sewer
 - Electrical (Primary/Secondary)
 - Irrigation
 - Communications
- Roads and Parking
- Landscaping

On-site sewer system analysis and design:

Existing sewage within the western portion of the park is collected via gravity sewer lines to an existing lift station and then pumped to a discharging evaporative sewage lagoon. This project will include:

- Analysis of the existing system and its capacity and permitting restrictions to determine if it can handle the additional inflows from the new campground development
- Analysis of the existing lift station to determine if retrofit is feasible or new lift station is necessary
- Design retrofit of existing lift station or new lift station if required
- Design of second lift station identified in the current schematic design

Water system/storage capacity analysis and design:

The park's well and distribution system was upgraded in 2013, with additional improvements occurring in 2021, in anticipation of the West Campground Development. The park's water system currently has a total of 40,000 gallons of reservoir capacity. Additional reservoir capacity is anticipated.

- Analysis of the existing system and its capacity and permitting restrictions to determine if it can handle the additional demand from the new campground development
- Design of additional reservoir capacity.

The following Additional Services may be added depending on future need and funding:

- Bidding assistance
- Construction contract administration
- Project closeout

Maximum Allowable Construction Cost

The Maximum Allowable Construction Cost (MACC) is defined as the total sum available to the general contractor for construction purposes, including all alternates. The MACC excludes Washington state sales tax, professional fees, project contingency funds, or other charges that may not be under the scope of the general contractor. The estimated general range for the MACC for this project is \$6,500,000 to \$7,500,000.

Scope of Work

Schematic Design

In the Schematic Design Phase, the consultant shall provide those services necessary to prepare schematic design documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of project components for approval by Parks. The Schematic Design phase includes the following:

- **Project Administration**
Services consisting of Schematic Design administrative functions including consultation, meetings and correspondence, and progress design review conferences with State Parks and stakeholders.
- **Disciplines Coordination**
Coordination of between engineering, architectural and other involved consultants for the project.
- **Document Checking**
Review and coordination of documents prepared for the project.
- **Permitting Authority Consulting**
Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Obtain approvals from all AHJ's as necessary for this project.
- **Data Coordination**
Review and coordination of data furnished for the project by Parks.
- **Architectural design**
- **Services consisting of continued development of architectural schematic design documents. Civil/Structural/Site Design**
Services consisting of continued development of civil/structural/site schematic design documents.
- **Mechanical Design**
Services consisting of continued development of mechanical schematic design documents.
- **Electrical Design**
Services consisting of continued development of electrical schematic design documents.
- **Specifications**

Services consisting of preparation for Parks approval of proposed development of outline specifications, and coordination of outline specifications of other disciplines.

- **Scheduling**

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

- **Cost Estimating**

Provide an initial Schematic Design cost estimate.

- **Presentations**

Services consisting of appropriate presentation(s) of design development documents by the Consultant to State Parks representatives.

Deliverables:

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

Design Development

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

- **Project Administration**

Services consisting of design development administrative functions including consultation, meetings and correspondence, and progress design review conferences with user agency.

- **Disciplines Coordination**

Coordination of work with all other involved consultants.

- **Document Checking**

Review and coordination of documents prepared for the project.

- **Permitting Authority Consulting**

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

- **Data Coordination**

Review and coordination of data furnished for the project by Parks.

- **Architectural Design**

Services consisting of continued development and expansion of architectural schematic design documents.

- **Mechanical Design**

Services consisting of continued development and expansion of mechanical schematic design documents.

- **Electrical Design**

Services consisting of continued development and expansion of electrical schematic design documents.

- **Architectural Design**

Services consisting of continued development of architectural schematic design documents.

- **Civil/Structural/Site Design**

Services consisting of continued development of civil/structural/site schematic design documents.

- **Specifications**

Services consisting of preparation for the agency's approval of proposed General and Supplementary Conditions of the Contract for construction, development of outline specifications, coordination of outline specifications of other disciplines, and production of design manual including design criteria, and outline specifications of materials lists.

- **Scheduling**

Services consisting of reviewing and updating project schedules.

- **Cost Estimating**

Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Parametric costs reflect the level of design elements presented in the design development documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist State Parks with analyzing scope, schedule and budget options to stay within the MACC.

- **Presentations**

Services consisting of appropriate presentation(s) of design development documents by the Consultant to State Parks representatives.

Deliverables:

- One 22"x34" hard copy of the Schematic Design drawings.
- One hard copy of the Schematic Design cost estimate and schedule.
- Electronic copies of all material.

Construction Documents

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

- **Project Administration**

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

- **Disciplines Coordination**

Coordination of work with all other involved consultants.

- **Document Checking**

Review and coordination of documents prepared for the project.

- **Permitting Authority Consulting**

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

- **Data Coordination**

Review and coordination of data furnished for the project by Parks.

- **Architectural Design**

Services consisting of preparation of final architectural drawings and specifications based on approved design development documentation required for the project.

- **Mechanical Design**

Services consisting of preparation of final mechanical design calculations, drawings and specifications based on approved design development documentation required for the project.

- **Electrical Design**

Services consisting of preparation of final electrical design calculations, drawings and specifications based on approved design development documentation required for the project.

- **Civil/Structural/Site Design**

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

- **Specifications**

Services consisting of activities of development and preparation of bidding documents, Conditions of the Contract, specifications, coordination of specifications prepared by other disciplines, and compilation of the project manual.

- **Scheduling**

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

- **Cost Estimating**

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

Deliverables:

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

Preliminary Project Schedule

- | | |
|-------------------------------|-------------------|
| • Notice to Proceed | February 18, 2025 |
| • 100% SD | March 24, 2025 |
| • 100% DD | April 28, 2025 |
| • 30% CD | June 9, 2025 |
| • 60% CD's (Permit Submittal) | July 28, 2025 |
| • 100% CD's | January 20, 2026 |
| • Bidding | February 2026 |
| • Contract Execution | Spring 2026 |
| • Project Completion | Fall 2027 |

PROJECT ASSUMPTIONS

- All project communication for State Parks will be directed through Dustin Sullivan, PE, Environmental Engineer.
- State Parks will provide the consultant with Parks standard Division 0 specifications.
- State Parks will provide the consultant with Parks standard Division 1 specifications as requested for the consultant's use, comment and coordination with the consultant's technical sections.
- All documents will be in State Parks format. Specifications will be in CSI format, per State Parks standards, to be delivered in .docx or SpecLink format.
- The contract documents will be for a competitive bid project delivery.
- The consultant will obtain all required development permits from authorities having jurisdiction.

- State Parks will obtain all environmental permits, including SEPA. The consultant will provide permitting support (technical expertise, supporting graphics, attend pre-submittal meeting, etc.) to State Parks C in order to obtain environmental permits such as shoreline development permits (including any required mitigation) HPA's, USACE etc..
- State Parks will coordinate and obtain archeological investigations and approvals per EO-21-02 as required for work within park boundaries.
- Design meetings will be conducted via teleconferencing or at the consultant's engineering offices or other mutually agreeable locations.
 - State Parks will coordinate and obtain archeological investigations and approvals per EO-21-02 as required for work within park boundaries.
 - Design meetings will be conducted via teleconferencing or at the consultant's engineering offices or other mutually agreeable locations.

1.3 MANDATORY QUALIFICATIONS

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

- Consultant must have an active professional license in the state of Washington.
- The Consultant must have at least five (5) years of experience in design, permitting and preparation of final construction documents.
- The Consultant must have experience in campground design, ADA compliance, building code compliance, and detailed design/contract document creation and coordination.
- Consultant must be registered to do business in the state of Washington and must hold a Universal Business Identifier (UBI)
- Consultant is urged to sign up in Washington's Electronic Business System (WEBS), as that is where all documents and addenda will be posted.

2 DEADLINES, PREBID CONFERENCE, QUESTIONS AND PROCUREMENT SCHEDULE

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

2.1 PRE-SUBMITTAL CONFERENCE

Consultants are invited to a virtual pre-submittal conference via Microsoft Teams, where they can ask questions and request changes. Interested consultants must RSVP to contracts@parks.wa.gov by the date specified in Section 2.4 – Procurement Schedule, with the submittal identification number and "RSVP" in the subject line (e.g., "**RFQ # RSVP**"). A meeting link will be sent the next day. The conference date and time are also in Section 2.4.

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

State Parks reserves the right to amend and modify this Request for Qualifications.

2.2 QUESTION AND ANSWER PERIOD

Consultants may ask questions at any time, but responses must be posted on WEBS before the submittal's due date to allow consultants to respond. The final day for questions to receive a formal response is in Section 2.4 – Procurement Schedule.

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

2.3 COMPLAINT PERIOD

Consultants should first address concerns during the Question-and-Answer period. If a complaint is necessary, refer to Section 2.4 – Procurement Schedule for the Complaints Period. Complaints outside this period will not be considered. Send complaints to contracts@parks.wa.gov with the submittal identification number and "Complaint" in the subject line (e.g., "**RFQ # Complaint**"). Failure to mark correctly may result in the complaint being missed. Responses will be posted on WEBS; only these responses are official.

Consultants 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 request for qualifications unnecessarily restricts competition
- The request for qualifications evaluation or scoring is unfair or flawed; or
- The request for qualifications requirements are inadequate or insufficient to prepare a response

2.4 PROCUREMENT SCHEDULE

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

Activity	Due Dates	Time
RSVP Pre-submittal Conference	12/13/2024 See additional details in Section 2.1 – Pre-submittal Conference.	COB
Pre-submittal Conference	12/17/2024 See additional details in Section 2.1 – Pre-submittal Conference	11:30AM-12:00PM PST
Question Period	11/28/2024 – 1/05/2025 See additional details in Section 2.2 – Question and Answer Period.	NA
Answer Period	12/24/2023 – 1/02/2025 , anticipated but may take longer. All Answer Responses will be posted on WEBS. See Section 2.2 – Question and Answer Period	
Complaint Period	1/03/2025 – 1/09/2025 See additional details in Section 2.3 – Complaint Period. Complaints received before or after the Complaint period will not be considered.	NA
Consultant's Response – Deadline	01/016/2025 See also: Section 4 - Responses - Preparation and Submission Requirements. See also Section 3.1 CHECKLIST OF REQUIRED MATERIALS	1:00PM
Short-Listed firms selected and notified	If the goal of identifying the most qualified firm from the SOQ Evaluation Phase 1 is not met, the evaluation team may consider adding Phase 2: Oral Presentations to the evaluation process. The decision to proceed with Phase 2 will be determined as needed.	
Oral Presentations (if needed)	The Oral Presentation Phase 2 criteria and instructions will be provided by email to the short-listed firms. To be Determined.	
Announcement of Apparent Successful Consultant (ASC)	After the Submittal's due date (deadline to submit submittal responses) and following the evaluation, short-listed selected, or oral presentations (if needed) the state will Announce the Apparent Successful Consultant (ASC). See additional details in Section 5.8 – Announcement of Apparent Successful Consultant.	
Debriefing of Consultants	The Consultant wanting a Debrief must request a Debrief within three business days following the day of the Announcement of Apparent Successful Consultant (ASC). See additional details in Section 6.1 – Debriefing of Consultants.	
Protest	The DEBRIEFED Consultant wanting to submit a protest must submit a Protest within five business days following the day of the Debrief. See additional details in Section 6.3 - Protests	

3 RESPONSES - REQUIRED CONTENT

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

3.1 CHECKLIST OF MANDATORY ITEMS

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

- **Appendix A, Consultant Profile**
- **Appendix B, Certifications**
- **Appendix C, Submittal**
- **Appendix D, References**
- **Appendix E, Diverse Business Inclusion Plan**

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

3.2 CONSULTANT PROFILE – APPENDIX A

Consultant Profile provides general information concerning the Consultant and/or its corporate entity. The Consultant must complete all sections and sign where indicated. Signing the Profile indicates the Consultant accepts the terms and conditions of this RFQ. Failure to address all of the elements identified in the Profile may result in disqualification.

It is important to fully read the Consultant Profile as there are additional pages that the Consultant may have to attach depending on the Consultant's response.

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

3.3 CERTIFICATIONS – APPENDIX B

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

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

3.4 SUBMITTAL – APPENDIX C

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

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

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

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

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

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

3.4.6. OMWBE Certification - Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises if certified minority-owned firm and/or women-owned firm(s) will be participating on this project. See also Section 3.6.

Appendix C – Submittal is evaluated and scored according to the criteria laid out in Section 5.4 SOQ Evaluation Criteria.

3.5 REFERENCES – APPENDIX D

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

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

3.6 DIVERSE BUSINESS INCLUSION PLAN – APPENDIX E

In accordance with [RCW 39.19.010](#), the state of Washington encourages participation in all of its contracts by OMWBE certified firms.

In accordance with [RCW 43.60A.200](#) and [RCW 39.26.240](#), the state of Washington encourages participation in contracts that are exempt from competitive bidding under [RCW 39.26.125](#) by firms certified by Department Of Veteran Affairs.

In accordance with [RCW 39.26.005](#), the state of Washington encourages participation in all of its contracts by Washington small businesses.

All Consultants, including diverse-owned firms, will be required to submit a [Diverse Business Inclusion Plan](#). The Inclusion Plan should demonstrate in detail the specific strategies, approaches, and steps your firm will use in seeking to help meet or exceed the state's aspirational diverse business participation goals. Achievement of the goals is encouraged whether directly or through subconsultants.

- 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
- Five percent (5%) Washington Small Businesses self-identified in the Washington Electronics' Business Solution (WEBS) <https://www.des.wa.gov/services/contracting-purchasing/doing-business-state/webs-registration-search-tips>.

The Diverse Business definition includes Washington small business, micro-business, and mini business as defined in RCW 39.26.010, Minority and Women Business Enterprises (M/WBEs) as defined in RCW 39. 19 and WAC 326-20, and Veteran-owned businesses as defined in RCW 43.60A.010.

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

4 RESPONSES - PREPARATION AND SUBMISSION REQUIREMENTS

This section identifies how to prepare and submit your submittal for this Request for Qualifications. By responding to this Request for Qualifications and submitting a submittal, consultants acknowledge having read and understood the entire Request for Qualifications and accept all information contained within this Request for Qualifications.

4.1 SUBMISSION OF RESPONSES

Consultants must be complete, legible, signed, and follow all instructions stated in the Request for Qualifications (including the appendices, and exhibits). Unless otherwise specified in writing by documents included with an electronic bid must be prepared in MS Word, MS Excel, or Adobe PDF (or similar representation that maintains bookmarks and hyperlinks). Where required to do so, consultants may sign using either a physical or electronic signature.

Consultant's electronic submittal must be emailed to the Procurement Coordinator at the following email address: BidBox@parks.wa.gov. The email subject line should include the submittal identification number, "Submittal," and your company name (e.g., "RFQ # Submittal 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 submittal receipt. This acknowledgment does not determine the submittal's responsiveness. If the consultant does not receive an acknowledgment within a reasonable time, it is the consultant's responsibility to contact State Parks for confirmation.

It is State Parks' expectation that the Consultant's submittal response email will contain an attachment with all of the required documents, including any required signatures.

Late responses will not be accepted and will be automatically disqualified from further consideration.

VERIFICATION: Consultants are welcome to contact the State Parks Contracts and Grants Program team (CGP) to see if your submittal response was received, however, this process works best if there's enough time between the date and time submitted and the bid's due date deadline. Send verification requests to: contracts@parks.wa.gov

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

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

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

4.2 RESPONSE LAYOUT REQUIREMENTS

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

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

5 EVALUATION AND AWARD

This section identifies how submittals for this Request for Qualifications will be evaluated.

5.1 DETERMINATION OF RESPONSIVENESS

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

5.2 GENERAL EVALUATION PROVISIONS

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

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

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

5.3 SELECTION PROCESS

The selection process includes two potential phases. Phase 1 involves firms submitting their Statements of Qualifications (SOQs), which are scored and ranked based on the evaluation criteria specified in this RFQ. Following this, Phase 2, which is an optional Oral Presentation, may occur at the discretion of the evaluation team. If conducted, the highest-scoring firms from Phase 1, known as Finalists, will be invited to participate. In Phase 2, these Finalists are scored and ranked according to specific evaluation criteria for this phase.

The firm with the highest rank in Phase 2, if it takes place, will be chosen to enter negotiations to provide consultant services for this project. Please note that scores from Phase 1 and Phase 2 are not combined.

Should contract negotiations fail to be completed within a reasonable timeframe after initiation, State Parks may immediately cease contract negotiations and declare the firm with the next highest score as the new apparent most qualified firm and enter into contract negotiations with that firm.

5.4 SOQ EVALUATION CRITERIA (PHASE 1)

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

Evaluation Criteria / Required Material	Maximum Possible Point Total
Appendix A: Consultant Profile	Pass/Fail Basis – no points
Appendix B: Certifications	Pass/Fail Basis – no points
Appendix C: Submittal <ul style="list-style-type: none"> - Describe the Consultant team’s approach to this work. Provide a description of the proposed project team structure and internal controls to be used during the course of the project. List any subconsultants you may want to include to complete your roster of services. Describe the services each would provide. 	45 Points
<ul style="list-style-type: none"> - Describe previous experience on similar projects by the Consultant that indicate the firm’s expertise designing campsites, roadways, overflow parking, comfort stations, upgrades to water, sewer, and electrical systems, and an increase in domestic water reservoir capacity: working collaboratively with the owner, sub-consultants, and stakeholders. 	30 Points
<ul style="list-style-type: none"> - Describe how subconsultants and team members have worked together on past projects. Provide key staff resumes (2-page maximum for each). Provide a resume for each proposed subconsultant (2-page maximum for each). Provide the name and resume of the person who will be the lead contact for the project. Provide names and resumes for other staff, which includes information on the individual’s particular skills related to this project, education, experience, significant accomplishments, and any other pertinent information. 	25 Points
Appendix D: References	Pass/Fail Basis – no points
Appendix E: Diverse Business Inclusion Plan	Pass/Fail Basis – no points
TOTAL:	100 Points

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

Consultant demonstrates renowned experience (5 points)	Consultant demonstrates considerable experience (4 points)	Consultant demonstrates solid experience (3 points)	Consultant demonstrates adequate experience (2 points)	Consultant demonstrates limited experience (1 points)	Consultant demonstrates no experience (0 points)
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For example, a score of 4 points under Scoring Element #1 is worth 36 out of a possible 45 points; a score of 4 points under Scoring Element #2 is worth 32 out of a possible 40 points, etc.

5.5 ORAL PRESENTATIONS (OPTIONAL)

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

Oral Presentations on a specified date and time, and will be formatted in two periods:

- Firm Presentation Period (Maximum: 30 Minutes)
- Question and Answer (Q&A) Period (Maximum: 20 minutes)
- Firm Closing Statements (Maximum: 5 Minutes)

5.6 ORAL PRESENTATIONS EVALUATION CRITERIA (PHASE 2) OPTIONAL

State Parks will use the point totals noted below in its evaluation of the oral presentation.

Oral Presentation Evaluation Criteria	Maximum Possible Point Total
Organization: - Management Plan - Team Member Qualifications - Capacity/Production Capabilities	25 points
Project Management: - Scope management - Budgeting and Cost Control - Project Scheduling	25 points
Project Approach - Understanding this project - Challenges & Opportunities	25 Points
Experience - Relevant Past Projects (firm) - Relevant Past Project (key team members)	25 Points
TOTAL:	100 Points

Points for Oral Presentation will be determined according to the following guidelines, and weighted appropriately:

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

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

5.7 SELECTION OF APPARENT SUCCESSFUL CONSULTANT

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

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

5.8 ANNOUNCEMENT OF APPARENT SUCCESSFUL CONSULTANT

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

6 DEBRIEF AND PROTESTS

This section identifies how debriefings and protests for this Request for Qualifications are processed.

6.1 DEBRIEFING OF UNSUCCESSFUL CONSULTANTS

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

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

6.2 PROCUREMENT RECORDS DISCLOSURE

A consultant may request copies of the solicitation and evaluation documents or inspect them to assess the efficacy of filing a protest. Such requests must be submitted online to the [State Parks Public Records Center](#). State Parks will respond within five business days of receiving the request.

The requested documents will either be sent to or made available to the requesting Consultant, except for any portions of the documents that have been identified as Proprietary Information. State Parks will follow the process set forth in Section 7.14 Public Disclosure & Proprietary Information, before disclosing any portions of Responses that have been identified as Proprietary Information.

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

6.3 PROTESTS

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

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

6.4 GROUNDS FOR PROTEST

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

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

Protests not based on these grounds will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of a Response, or 2) State Parks' assessment of its own needs or requirements.

6.5 PROTEST FORM AND CONTENT

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

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

6.6 SUBMITTING A PROTEST

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

Email: contracts@parks.wa.gov

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

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

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

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

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

7 ADDITIONAL GENERAL PROVISIONS FOR ALL CONSULTANTS

This section identifies additional provisions for this Request for Qualifications.

7.1 ANNOUNCEMENT AND SPECIAL INFORMATION

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

7.2 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

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

familiarize themselves with the requirements prior to submitting a Response that includes current or former state employees.

7.3 AMENDMENTS TO THE RFQ

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

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

7.4 RESPONSIVENESS OF CONSULTANT'S RESPONSE

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

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

7.5 CLARITY AND CLARIFICATIONS

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

7.6 COST OF RESPONSE PREPARATION

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

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

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

7.7 OWNERSHIP OF RESPONSES

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

7.8 FINAL SELECTION & NO OBLIGATION

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

7.9 INCORPORATION OF RESPONSE IN CONTRACT

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

7.10 AGREEMENT TO STATE PARKS CONTRACT TERMS AND CONDITIONS

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

7.11 STATEWIDE VENDOR PAYMENT REGISTRATION

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

To obtain registration materials go to the Statewide/Vendor Payee Services (SWPS) website at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services> . The registration form has two parts. Part 1 is the information required to meet the above registration condition. Part 2 allows State Parks (and other state agencies) to pay invoices electronically with direct deposit. This is the most efficient method of payment and vendors are encouraged to sign up.

7.12 MINORITY WOMEN OWNED AND VETERAN OWNED BUSINESS ENTERPRISES

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

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

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

7.13 SUBCONSULTANT PARTICIPATION MONITORING AND REPORTING

Once a contract is awarded through the solicitation or proposal process, the awarded Prime Consultant is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will

not be published. Prime Consultants that have previously registered with B2Gnow for any public entity, must verify the system has updated information. Consultants can access the system at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.

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

7.14 PUBLIC DISCLOSURE & PROPRIETARY INFORMATION

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

If a Consultant wants to protect any Proprietary Information that is included in its response, the information must be clearly identified by Consultant as Proprietary Information. Each page containing information that is claimed to be exempt from disclosure must be clearly identified by the word "Proprietary" printed on the lower right-hand corner of the page.

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

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

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

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

7.15 CIVIL RIGHTS COMPLIANCE

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

8 APPENDICES and EXHIBITS

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

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

Appendix B, Certifications (Mandatory - sign and return)

Appendix C, Submittal (Mandatory – write and return)

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

Appendix E, Diversity Business Inclusion Plan (Mandatory - complete and return)

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

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

**APPENDIX A
CONSULTANT PROFILE**

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

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

COMPANY INFORMATION

(a)	Firm Legal Name*			
	Street Address**			
	Mailing Address			
	City, State, ZIP			
Consultant 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"/>	
		<small>* 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 consultant 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).</small>		

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

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

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

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

**APPENDIX A
CONSULTANT PROFILE**

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

*** **Email Address:** The email address provided by the Consultant in subsection (e) will be used for officially contacting the Consultant 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	
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(g)	Statewide Vendor Number (SWV)	
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Consultant is urged to be registered with the Washington State Office of Financial Management as a statewide vendor. **If no current SWV number**, affirm that your organization will obtain a SWV number within ten (10) days of executing contract. YES NO

(h)	Federal Tax Identification Number	
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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 Consultant’s MWBE certification no.: _____
Is your firm a self-certified Washington State Small Business? <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 Consultant’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. ▪ Small Business: Annual gross revenue of less than seven million dollars over each of the three prior consecutive years. 	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the location for Consultant’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"/>
Is your firm certified as a Veteran-Owned Business with the Washington State Department of Veteran Affairs?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide Consultant’s WDVA certification no.: _____

CONFIDENTIALITY

(i)	Are there any pages in the Proposal that the Consultant has marked as “Confidential” or “Proprietary”	<input type="checkbox"/> YES <input type="checkbox"/> NO
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If yes, any information in the Proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 must be clearly designated. Each page containing information claimed to be exempt from disclosure must be clearly identified by the word “Privileged” or “Confidential” printed on the lower right-hand corner of the page. Additionally, Consultant must include a separate piece of paper attached to this **Appendix A**, indicating the pages that have been marked “Confidential” and the particular exception from disclosure upon which the Consultant is making the claim. Failure to follow these rules waives Consultant’s claim.

AUTHORIZED SIGNATURES

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

Signature (Individual must be authorized to Bind the Organization)	
Signature:	Date:
Print Name:	

CERTIFICATIONS AND ASSURANCES

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

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by State Parks without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that State Parks will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of State Parks, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
8. Consultant certifies No Termination For Default or Cause. Consultant has not, within the three (3) year period preceding the date of this Request for Qualifications, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.
9. Consultant certifies, Taxes Paid. Except as validly contested, Consultant 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.
10. Consultant certifies, Financially Solvent. Consultant 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 Professional Services that are the subject of this Request for Qualifications.
11. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions (if any), and any other instructions, Terms & Conditions, AND competition amendments to the same. Further:
 1. Alterations to 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 submittal response received by State Parks materially alters or

APPENDIX B CERTIFICATIONS

deviates from the competition or competition amendments (if any) then the submittal 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 Consultant Submittal Response: I/My Firm understands and agrees that I/My Firm shall not and has not supplemented my/my Firm's Submittal 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 Consultant understands, agrees, and accepts this provision and SHALL hold harmless and save harmless the State Parks.
12. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
13. I/we grant State Parks the right to contact references and others who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.
14. 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.
15. Consultant'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 submittal 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 submittal response may be publicly disclosed with no advanced notice to the Consultant (me/my Firm). The Consultant/awarded Consultant (me/my Firm) understands, agrees, and accepts this provision and SHALL hold harmless and save harmless the State of Washington and State Parks.
16. Certification - Wage Theft Prevention:
Prior to awarding a contract, agencies are required to determine that a Consultant is a 'responsible Consultant.' See RCW 39.26.160(2) & (4). Pursuant to legislative enactment in 2017, the responsible Consultant criteria include a Consultant/contractor certification that the Consultant/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.

**APPENDIX B
CERTIFICATIONS**

17. Certification - Supporting Workers' Rights:

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

I/My Firm certifies under penalty of perjury under the laws of the state of Washington the following is true and correct: No Mandatory Individual Arbitration Clauses and Class or Collective Action Waivers for Employees. This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

18. 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 Consultant's wet-ink signature in the signature space below. **For clarity:** Print out the competition document, review it, include any other required document(s), complete where necessary, sign where you need to sign with a pen onto the paper, when you believe your submittal response is ready to be submitted to State Parks, **scan it as a PDF** file, review the PDF file one last time, and then attach the PDF file to your business email and send it to State Parks. For expanded details see Section 4.1 – Submission of Responses.

I/My Firm certifies under penalty of perjury under the laws of the state of Washington that submission of my/my Firm's submittal 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.

CONSULTANT

NAME:

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

By:

Signature of Consultant's authorized person

Print Name of person making certifications for Consultant

Title:

Title of person signing certificate

Place:

Print city and state where signed

Date:

APPENDIX C SUBMITTAL

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

See Section 3.4 of this RFQ for more information.

**APPENDIX D
REFERENCES**

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

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

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

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

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

Prime Consultant Diverse Business Inclusion Plan

Prime Consultant Name: _____

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

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

Anticipated Certified Diverse Business Participation Goals

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

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

Subcontracting Team

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

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

Describe consultant’s plan to meet or exceed consultant’s voluntary diverse business inclusion plan – subcontractors’ goals, including outreach.

**APPENDIX E
INCLUSION PLAN**

Diverse Expert:

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

Diverse Expert Name: _____

Diverse Expert Contact Information: _____

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

Past Performance

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

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

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

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

CONSULTANT A/E SERVICES AGREEMENT

Project Location: «LocationName» State Park

Agreement No. AE «ContractNumber»

Project Title: «ProjectName»

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

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

I. AUTHORIZATION TO PROCEED

Consultant:

«ContractorConsultantName»

«PhysicalAddress»

«PhysicalCity», «PhysicalState»

«PhysicalZipCode»

«FirstName» «LastName», «Title»

Phone: «PhoneNumber»

Email: «EmailAddress»

State Parks:

**Washington State
Parks and Recreation Commission**

1111 Israel Road SW

PO Box 42650

Olympia, WA 98504-2650

(360) 902-8554

ContractsandProcurement@parks.wa.gov

By _____

Title _____

Date _____

UBI No. «UBINumber» _____

Fed. Tax Id. No. «FederalID» _____

By _____

Mark Bibeau,
Title Chief Financial Officer

Date _____

Approved as to form:

James R. Schwartz

Assistant Attorney General

July 15, 2016

II. COMPENSATION SUMMARY

Basic Services Compensation \$ «OrigContractAmount» _____

Additional Services Compensation \$ _____

Not to Exceed Agreement Total \$ «OrigContractAmount» _____

III. SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

A. Scope of Services

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

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

B. Schedule of Performance

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

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

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

C. Additional Services

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

IV. COMPENSATION

A. Basic Services Compensation

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

B. Additional Services Compensation

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

Consultant handling fee for sub-consultants is ten percent.

C. Reimbursable Expenses

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

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

reimbursable.

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

V. VOLUNTARY MWBE UTILIZATION

A. Voluntary MWBE Goals

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

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

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

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

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

VI. CONDITIONS OF THE AGREEMENT

A. State Parks Responsibilities

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

B. Consultant's Basic Services

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

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

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

C. Payments to the Consultant

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

D. Successors and Assigns

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

E. Non-Discrimination

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

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

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

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

F. Termination of Agreement

1. **Termination for Cause:**

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

The Consultant may terminate this Agreement at any time by written notice to State Parks. Upon termination, all finished or unfinished documents and other materials as described in paragraph 1, above, of this Article, shall, at State Parks' option, become State Parks' property. If the Agreement is terminated by the Consultant, the Consultant's Compensation shall be as negotiated between State Parks and the Consultant.
3. **Termination for Convenience of State Parks:**

State Parks may terminate this Agreement at any time by written notice to the Consultant. Upon termination, all finished or unfinished documents and other

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

G. Governing Law

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

H. Insurance

Commercial General Liability Insurance (CGL): Consultant shall maintain general liability insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the general aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form ISO CG 25 03 05 09 or 25 04 05 09 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Consultant is responsible for ensuring that any sub-consultants provide adequate insurance coverage for the activities arising out of subcontracts.

Business Auto Policy: As applicable, the Consultant shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

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

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

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

I. Indemnification

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

J. Disputes

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

K. Rights in Data

Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by State Parks. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent register and the ability to transfer these rights.

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

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

L. Deliverable Standards

Drawings:

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

Specifications:

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

Engineer's Construction Cost Estimate:

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

GIS Standards:

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

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

END OF CONDITIONS

/ / / / /