



## COMPETITIVE SOLICITATION REQUEST FOR BID PROPOSALS

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### RFP 325-584 WASTE PUMPING SERVICES IN ISLAND COUNTY WASHINGTON CONVENIENCE USE CONTRACT

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**BRIEF DESCRIPTION:** The Washington State Parks and Recreation Commission (State Parks) is seeking proposals from qualified firms to provide Waste Pumping Services to State Park locations located in Island County, WA on an “as needed basis”. Resulting contract(s) will be an RCW 39.26.160 Convenience-Use contract also known as Indefinite Delivery/Indefinite Quantity and may lead to multiple awards.

**Bids are due: Tuesday, May 27, 2025, by 1:00 PM, PST.**

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

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

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

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

WA State’s Official Bid Notification System: Bidders are responsible for properly registering in the Washington’s Electronic Business Solutions (WEBS) system, <https://fortress.wa.gov/ga/webs/> and downloading the solicitation document and all appendices and incorporated documents related to this solicitation. WEBS Registration Information:

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

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

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

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

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## 1 INFORMATION ABOUT THE PROCUREMENT

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

### 1.1 ACQUISITION AUTHORITY

In accordance with RCW Chapter 39.26, the objective of this Request for Bid Responses is to establish a Convenience Use contract to procure the “as needed” goods and/or services as described herein. A Convenience Use contract is a form of Indefinite Delivery, Indefinite quantity (IDIQ) contract. The agency at all times reserves the right to separately compete for similar/same products or services during the life of the Convenience Use contract. State Parks confirms neither Department of Enterprise Services nor Correctional Industries can supply these items.

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

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

The purpose of this Competitive Solicitation is to receive competitive bids to evaluate and, as appropriate, award a contract with a qualified vendors for State Parks. This competition will lead to one or more contracts. The purpose of this procurement is to secure on-call convenience use contracts, to provide qualified waste pumping services to State Park locations located in Island County, WA. Bidders must be licensed with the Island County Public Health Department in order to be considered for award.

This competition may result in one or more contracts. Compensation will be handled through purchase requisitions, purchase orders, and/or invoicing, as applicable.

The goal is for State Parks to establish a pool of contractors who are available on an as-needed basis. As a risk mitigation strategy, State Parks aims to engage multiple contractors rather than relying on just a few. However, the number of bids received, their quality, and the specific services offered by each bidder are currently unknown. During the evaluation process, State Parks staff will review and score proposals, but the distribution of scores cannot be predicted in advance. To be clear, State Parks is not required to make a specific number of awards, nor is it obligated to accept a low-scoring bid simply to reach a certain number of awards. State Parks reserves the right to exercise sole discretion and judgment in determining which contracts to award.

Additionally, the resulting contracts will likely include provisions allowing State Parks to engage another awardee from a different service area or region in cases where a contractor lacks capacity or where no contractor is available for a particular service or region.

### SCOPE OF WORK

The All interested bidders shall be able to provide waste pumping and associated services as described and detailed in **Exhibit A - Service Requirements** which is posted separately on WEBS as Exhibit A-Service Requirements. Bidder does not have to offer all services described but must at least provide septic tank pumping and disposal services as this service is the main focus for State Parks.

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## Contract Highlights For Any Resulting Contract

The Washington State Park and Recreation Commission is seeking contractors to provide Waste Pumping Services at Camano Island State Park and Cama Beach State Park. The scope of work includes:

- Routine, on-call, and emergency septic pumping
  - Filter cleaning, tank cleaning and inspection, float inspections, etc. as needed
  - Notify staff on arrival. Coordinate vault pumping with the attending and present staff members.
  - Offsite and onsite disposal of sewage, dictated by attending staff member
  - Routine vault pumping taken offsite in most cases (weekend may differ)
  - Urgent and emergency pumping can be pumped into drain field, as directed by staff members.
  - Notify staff of any spills
  - Maintain vault site and work area in an orderly manner
  - Restore work area to original condition
  - Proof of receipt of proper disposal of waste taken off site
  - Follow all WAC and RCW regulations while working parks
- While State Parks can't know at this time who will bid and the quality of those bids, and the depth of population for a service/location, for a given service/location, the State Parks representative will have the authority and discretion to:
    - Pick any one of the awarded contractors relative to the service/location, or reach out to a subset, or to all and requests quotes for the work needed by the State Parks representative.
  - Purchase Order/Purchase Requisition: The contract(s) act as a set of umbrella contracts that will employ work orders for specific work. The work order identifies the specific objective, tasks to be performed, the deliverables and reports, etc. It is at this point the Contractor evaluates the risk and reward and offers a quote that at a minimum identifies the personnel hours needed and the anticipated travel & expenses so that it can be compared to the rate schedule provided in the contractor's bid response.
  - Quote Process: Contractors must provide a quote in the format required by the State Parks representative, but the quote must also include a clear discussion on travel and expenses which will help the State Parks representative understand if the Contractor understands the work to the same degree as State Parks. State Parks may ask for quotes from one or more Contractors and select the one of his/her choosing for any reason.
  - Invoice: Initially, may include references to travel or expenses and supporting travel and expenses documentation, such as receipts or mileage calculations, which may be required to fulfill the reimbursement request. However, as mentioned earlier, State Parks is moving to an all-encompassing Lump Sum methodology. If and when adopted VIA MUTUALLY AGREED NEGOTIATION Travel & Expenses will be assumed to be rolled into the Consultant's/Contractor's blended rate (an up to value).

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

## **CONTRACT TERM**

The resulting multi-year contract may have a duration of up to 10 years, but within the duration the contract may be segmented into specific terms. The first term is expected to be five years but at State Parks' discretion it may be a shorter period, thereafter, subsequent terms will be mutually negotiated contract extensions between the parties. The Contract is subject to earlier termination.

## **REQUIREMENTS**

Bidders must be licensed with the Island County Public Health Department in order to be considered for award.

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

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

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

- Washington Small Business and/or Certified Veteran-Owned Business: 20 points

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

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

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

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

### **2.2 PREBID CONFERENCE**

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

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

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

### **2.3 QUESTION AND ANSWER PERIOD**

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

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

### **2.4 COMPLAINT PERIOD**

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

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

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

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

## 2.5 PROCUREMENT SCHEDULE

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

Activity	Due Dates	Time
RSVP Prebid Conference	<b>05/02/2025</b> See additional details in Section 2.2 – Prebid Conference.	COB
Prebid Conference	<b>05/06/2025</b> See additional details in Section 2.2 – Prebid Conference	10:00AM-10:30AM PST
Question Period	<b>04/10/2025 – 05/12/2025</b> See additional details in Section 2.3 – Question and Answer Period.	NA
Answer Period	<b>04/10/2025 – 05/16/2025</b> , anticipated but may take longer. All Answer Responses will be posted on WEBS. See Section 2.3 – Question and Answer Period	
Complaint Period	<b>05/13/2025 – 05/16/2025</b> See additional details in Section 2.4 – Complaint Period. Complaints received before or after the Complaint period will not be considered.	NA
Bidder's Response – <b>Deadline</b>	<b>05/27/2025</b> See also: Section 4 - Responses – Required Content, Format, and Scoring. See also Section 4.1 Checklist of Required Submittals	<b>1:00PM</b> <b>PST</b>
Oral Presentations	The Oral Presentation criteria and instructions will be provided by email to the short-listed firms, if needed. (OPTIONAL)	
Announcement of Apparent Successful Bidder (ASB)	After the Bid's due date (deadline to submit bid responses) and following the evaluation, the state will Announce the Apparent Successful Bidder (ASB). See additional details in Section 7.1 – Announcement of Apparent Successful Bidder.	
Debriefing of Bidders	The Bidder wanting a Debrief must request a Debrief within three business days following the day of the Announcement of Apparent Successful Bidder (ASB). See additional details in Section 7.3 – Debriefing of Bidders	
Protest	The DEBRIEFED Bidder wanting to submit a protest must submit a Protest within five business days following the day of the Debrief. See additional details in Section 7.4 - Protests	



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### **3 SPECIAL TERMS**

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

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

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

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

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

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

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

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

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

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

### 4.1 CHECKLIST OF REQUIRED SUBMITTALS

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

#	Submittal	Scored by Points and/or Low Price and/or Pass/Fail	For Reference: See Appendix Or Section	Bidder Mark if Provided (failure to provide as instructed may result in bid rejection)
1	Bidder's Certifications (form provided, must be signed)	Pass/Fail	Appendix A, Section 4.2 Section 9.1	
2	Bidder's Profile (form provided)	Pass/Fail	Appendix B, Section 4.3 Section 9.2	
3	Rate Schedule (form provided)	Up to 50 points	Appendix C, Section 4.4 Section 9.3	
4	Project Experience and Certification (self-authored)	Up to 20 points	Section 4.5	
5	Washington Small Business and/or Certified Veteran-Owned Business (self-authored)	20 points	Section 4.6 Section 5.3	
6	References (form provided)	Up to 10 points	Appendix D, Section 4.7 Section 9.4	
7	Diverse Business Inclusion Plan – Subcontractors (form provided)	Pass/Fail Required if using subcontractors	Appendix E, Section 4.8 Section 9.5	

**Total points available are 100, with a minimum of 30 points required for a bid to be considered responsive.** If a Washington Small Business or Certified Veteran-Owned Business does not meet the minimum points, the bid will be deemed non-responsive and rejected.

The table serves multiple purposes:

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4.4 (APPENDIX C) – RATE SCHEDULE

A FORM is provided for this part of your bid response. See APPENDIX C – Rate Schedule.

Bidder, please fill out the form and provide a rate schedule for your services that includes but not limited to the following;

- **Pumping of septic tank with offsite disposal**
- **Pumping of septic tank with onsite disposal**
- **Overtime rate per trip**

Bidder may include more rates for associated service(s) that bidder may offer that corresponds to this RFP, but bidder does not have to provide all the services that State Parks is seeking.

Subcontractors: Bidder, if you plan to use subcontracting to augment deficiencies or vacancies in skillset or functions, include the hourly rate schedule for subcontracted personnel.

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

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

- Bid A gets 50 points ( $25/25 = 1.0 \times 50 \text{ points} = 50$ ),
- Bid B gets 47.17 points ( $25/26.50 = .943 \times 50 \text{ points} = 47.17$ ),
- Bid C gets 25 points ( $25/50 = .5 \times 50 \text{ points} = 25$ ).

#### SCORING CRITERIA:

There are many reasons a Rate Schedule might fail, including but not limited to:

- Lacking details.
- Hourly/ Per Gallon rates deemed too far outside the norm.

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

#### 4.5 PROJECT EXPERIENCE AND CERTIFICATION

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

##### 1. EXPERIENCE (10 POINTS)

- A. Describe services provided by the Contractor that indicate the firm's ability to provide the services described in this RFP, specifically **Exhibit A-Service Requirements** (posted separately on WEBS)
- B. Attach and certifications/licenses that indicate the firm's ability to provide the services described in this RFP.

##### 2. STAFFING (5 POINTS)

- A. Provide a short description of the staffing team and their experience regarding similar services that the firm provides.
- B. Provide a brief management plan that focuses on staffing availability to perform the functionality of an "on-call" basis contract.

##### 3. SCHEDULE (5 POINTS)

Describe the Contractor's ability to meet deadlines, especially on a short-time frame/notice, the bidder may provide previous examples.

This part of the bid response is **scored up to 20 points**.

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

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

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

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

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

This part of the bid response is **scored 20 points**.

#### 4.7 (APPENDIX D) - REFERENCES

A FORM is provided for this part of your bid response. See APPENDIX D – References.

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

Bidder must provide at least **FIVE (5) Reference WITH FRESH ACTIVITY**.

Provide a minimum of five references for similar services, with name and phone number.

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

#### 4.8 (APPENDIX E) – DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS

A FORM is provided for this part of your bid response. See APPENDIX E – Diverse Business Inclusion Plan – Subcontractors.

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

REQUIRED ONLY if Bidder will be using subcontractors to perform the Contract: This exhibit outlines the inclusion plan for diverse business subcontractors pertaining to the Contract.

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## 5 RESPONSES – PREPARATION, SUBMISSION REQUIREMENTS AND PREFERENCES

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

### 5.1 SUBMISSION OF RESPONSES

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

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

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

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

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

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

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

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

### 5.2 RESPONSE LAYOUT REQUIREMENTS

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

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

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### 5.3 WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCE

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

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

- WASHINGTON SMALL BUSINESS. Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, Bidder must meet three (3) requirements:
  - Location. Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.
  - Size. Bidder must be owned and operated independently from all other businesses and qualify as one of the following:
    - Bidder Qualifies as a Small Business – i.e.,
    - Bidder has fifty (50) or fewer employees; or
    - Bidder has an annual gross revenue of less than \$7,000,000 as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three (3) consecutive years.
    - Bidder Qualifies as a Mini business – i.e., Bidder has an annual gross revenue of less than \$3,000,000, but \$1,000,000 or more, as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue.
    - Bidder Qualifies as a Microbusiness – i.e., Bidder has an annual gross revenue of less than \$1,000,000 as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue.
  - WEBS Certification. Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution (WEBS).
- CERTIFIED VETERAN-OWNED BUSINESS. Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:
  - 51% Ownership. Bidder must be at least fifty-one percent (51%) owned and controlled by:
    - (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
    - (b) A person who is in receipt of disability compensation or pension from the department of veterans affairs; or
    - (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.

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- Washington Incorporation/Location. Bidder must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
  - WEBS Certification. Bidder must have certified its Veteran-Owned Business status in Washington's Electronic Business Solution (WEBS).
  - WDVA Certification. Bidder must have provided certification documentation to the Washington Department of Veterans' Affairs (WDVA) and be certified by WDVA and listed as such on WDVA's website (WDVA – Veteran-Owned Businesses)



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## 6 EVALUATION AND AWARD

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

### 6.1 ORAL PRESENTATION (OPTIONAL)

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

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

### 6.2 ORAL PRESENTATIONS EVALUATION CRITERIA (OPTIONAL)

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

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

Bidder demonstrates renowned experience (5 points)	Bidder demonstrates considerable experience (4 points)	Bidder demonstrates solid experience (3 points)	Bidder demonstrates adequate experience (2 points)	Bidder demonstrates limited experience (1 points)	Bidder demonstrates no experience (0 points)
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### 6.3 BID RESPONSIVENESS

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

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if confused provided that neither alters the content of the Response. A bidder's failure to provide requested clarification within five (5) business days may result in disqualification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Evaluations of subjective material will likely be conducted by the customer program requiring the goods/services or an evaluation team. State Parks has sole discretion over the selection of evaluators and will make such selections based on each potential evaluator's availability,

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

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

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

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

## **6.7 EVALUATION STEPS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 7.2 PROCUREMENT RECORDS DISCLOSURE

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

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

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

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

### 7.3 DEBRIEFING OF BIDDERS

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

#### 7.3.1 How To Request A Debrief Conference

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

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

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

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

A Debriefing Conference is a prerequisite to Protesting the Competition.

## **7.4 PROTEST**

### **7.4.1 General:**

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

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

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

All protests must:

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

### **7.4.3 Content Limitations:**

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

State Parks will summarily reject protests that:

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

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#### **7.4.4 Submission Of Protests**

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

#### **7.4.5 Grounds Which May Be Protested**

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

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

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

#### **7.4.6 Manager Assignment And Review**

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

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

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

#### **7.4.7 Protest Determinations And Findings**

The Manager's protest determination may:

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



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

**7.4.8 Agency Decision is final**

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

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

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

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

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

### **8.2 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES**

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

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

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

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

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

It is the bidder's responsibility to read, understand, and follow all instructions in the competition documents and any amendments. If a bidder does not fully understand any requirement, they should submit an inquiry to the Procurement Coordinator (see Section 2.3 – Questions and Answer Period). Failure to comply with any solicitation requirement may result in the response being rejected as non-responsive. State Parks reserves the right to waive any minor irregularity in a response but is not required to do so.

### **8.5 CLARITY AND CLARIFICATIONS**

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

### **8.6 COST OF RESPONSE PREPARATION**

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

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

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

#### **8.7 OWNERSHIP OF RESPONSES**

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

#### **8.8 FINAL SELECTION & NO OBLIGATION**

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

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

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

#### **8.10 STATEWIDE VENDOR PAYMENT REGISTRATION**

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

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

#### **8.11 WEBS REGISTRATION**

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

#### **8.12 POLYCHLORINATED BIPHENYLS (PCBS) NOTICE**

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

#### **8.13 SMALL AND DIVERSE BUSINESS**

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

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State Parks has established the following voluntary numerical goals for State Parks' Competitive Solicitations:

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

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

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

#### **8.14 ACCESS EQUITY CONTRACT REPORTING**

Bidders who are awarded a Contract (i.e., Contractor) pursuant to this Competitive Solicitation and **who utilize subcontractors to perform such Contract** must, as a condition of Contract award, register and report, as Contractor, through Access Equity, Washington's secure online business diversity vendor management system (B2GNow), which is managed by Washington's Office of Minority and Women's Business Enterprises (OMWBE). Accordingly, please note:

- Regardless of whether Contractor previously has registered with B2GNow for any public entity, Contractor must verify that Access Equity has current information.
- During the Contract term, Contractor shall report monthly through Access Equity any payments to subcontractors pertaining to the Contract. Such reporting shall include total payment in dollars made to subcontractors, payment dates, and any additional information required to verify payment to subcontractors.
- Subcontractors must utilize Access Equity to verify such payment information as reported by Contractor.

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- Information regarding Access Equity is available at OMWBE's website: <https://omwbe.wa.gov/>. Online training for Access Equity is available through OMWBE.

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

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

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

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

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## 9 APPENDICES AND EXHIBITS

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

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

### EXHIBITS

- Exhibit A (Section 9.6): Service Requirements
- Exhibit B (Section 9.7): Sample Contract & General Contract Terms And Conditions

**Continue on next page**

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

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

- a) I/My Firm make the following certifications and assurances as a required element of the proposal (bid response) to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
- b) Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Competitive Solicitation. Bidder further certifies that Bidder’s bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder further certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder further certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a joint bid. Whether done directly or indirectly, communicating bid information with other bidders, collusion, or anti-competitive actions among bidders are prohibited. If there is evidence of such communication, collusion, or anti-competitive activities among bidders, State Parks reserves the right to disqualify such bidders
- c) I/we declare that all answers and statements made in the proposal are true and correct.
- d) The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
- e) The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by Washington State Parks and Recreation Commission (State Parks) without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
- f) In preparing this proposal, I/My Firm have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity.
- g) I/My Firm understand that State Parks will not reimburse me/my Firm for any costs incurred in the preparation of this proposal. All proposals become the property of State Parks, and I/My Firm claim no proprietary right to the ideas, writings, items, or samples.
- h) Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
- i) I/My Firm agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions (if any), and any other instructions, Terms & Conditions, AND competition amendments to the same. Further:

1. Alterations to State Parks Documents: I/My Firm understand and agree that I/My Firm shall not and has not altered or deviated from the original competition and any follow-on competition amendments and if my/my Firm's bid response received by State Parks materially alters or deviates from the competition or competition amendments (if any) then the bid response may be disqualified. Whether the alteration is noticed or not noticed by State Parks, any resulting contract (including any type of order placement) SHALL continue with the altered portions or deviations being ignored in favor of the State Parks official language (original competition and any follow-on competition amendments) as posted on the Washington Electronic Business Solutions (WEBS) which acts as the system of record for this competition. The awarded Contractor understands, agrees, and accepts this provision and SHALL hold harmless and save harmless the State Parks.
  2. Unrequested Supplemental Materials in Bidders Bid Response: I/My Firm understands and agrees that I/My Firm shall not and has not supplemented my/my Firm's Bid Response with unrequested materials. Whether the unrequested material is noticed or not noticed by State Parks, any resulting contract (including any type of order placement) SHALL continue with the unrequested material being ignored in favor of the State Parks official language. The awarded Contractor understands, agrees, and accepts this provision and SHALL hold harmless and save harmless the State Parks.
- j) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
  - k) I/My Firm grant State Parks the right to contact references, systems, sources, and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this procurement.
  - l) If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.
  - m) Bidder (including Bidder's officers) certifies Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that it is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.
  - n) Bidder certifies Compliance with Statutory Nondiscrimination Clauses for State Contracts. During the term of an awarded Contract, Bidder, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). Bidder, including any subcontractor, also shall give written notice of this nondiscrimination requirement to any labor organizations with which Bidder, or subcontractor, has a collective bargaining or other agreement. In addition, Bidder, including any subcontractor, shall cooperate with any Washington state agency investigation regarding any allegation that Bidder, including any subcontractor, engaged in prohibited discrimination set forth in RCW 49.60.530(3).
  - o) Bidder complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - p) Bidder certifies No Termination For Default or Cause. Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.



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

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

- t) Certification - Wage Theft Prevention:

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

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

- u) Certification - Supporting Workers' Rights:

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

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

- v) ELECTRONIC SUBMISSION OF DOCUMENTS ARE LEGALLY BINDING:

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

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

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For purposes of this competition document State Parks is accepting a PDF scan (or similar representation) of the Bidder's wet-ink signature in the signature space below. **For clarity:** Print out the competition document(s), review it, include any other required document, complete where necessary, sign where you need to sign with a pen onto the paper, when you believe your bid response is ready to be submitted to State Parks, **scan it as a PDF file** and attach the file to your business email and send it to State Parks. For expanded details see Section 5.1 – Submission of Responses.

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

I, acting as my Firm's authorized representative declare on behalf of me/my firm under penalty of perjury under the laws of the State of Washington forgoing Certification and Assurances and Waiver is true and correct.

BIDDER NAME: \_\_\_\_\_

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

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

Signature of Bidder's authorized person

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

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

Title of person signing certificate

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

Print city and state where signed

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

**9.2 (APPENDIX B) – BIDDER PROFILE**

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

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

**COMPANY INFORMATION:**

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

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

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

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

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

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

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

(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 Bidder in subsection (e) will be used for officially contacting the Bidder for purposes of the competition. If the email address is left blank, then the email address provided in subsection (d) will be used.

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

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

**9.3 (APPENDIX C) – RATE SCHEDULE (MUST BE LEGIBLE)**

**BIDDER:**

Instructions:

1. The Bidder shall complete the basic rate schedule below. The total will be summed to form a bid total for scoring/evaluation purposes only.
2. Bidders must comply with Washington State's Prevailing Wage Law, if applicable. It is the bidder's responsibility to include these wages in their pricing. For details, visit the [WA Department of Labor & Industries - Prevailing Wage Rates](#).

Section A: Basic Rate Schedule	
	Rate
Pumping of septic tank with offsite disposal	\$ -
Pumping of septic tank with onsite disposal	\$ -
Overtime rate per trip	\$ -
Total [This is the amount that will be evaluated]	\$ -

Section B: More Rates for Associated Services	
	Rate
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Section C: Other Services	
	Rate
	\$ -
	\$ -
	\$ -

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

In the Table below the Bidder shall provide five (5) references from customers or businesses, for which the Bidder has provided similar goods and services, and that the Reference can speak to the quality of the Bidder's goods and Bidder's customer service. State Parks reserves the right to request additional references and independently contact anyone that may have knowledge of the Bidder's Firm. Bidder's grant of its Release of Information also authorizes State Parks to firms/parties other than those listed below.

Company & Name of Person	Phone & Email
(EXAMPLE) Anything LLC John Smith	(EXAMPLE) 360.555.5555 <a href="mailto:john.smith@haha.com">john.smith@haha.com</a>

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

(return this page)

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

#### DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS FOR BIDDERS WHO PLAN TO UTILIZE SUBCONTRACTORS TO PERFORM THE CONTRACT, IF AWARDED

Contractor Name: \_\_\_\_\_

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

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

#### Anticipated Certified Diverse Business Participation Goals

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

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

#### Subcontracting Team

List the names of the diverse businesses you anticipate using 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 bidder's plan to meet or exceed bidder's voluntary diverse business inclusion plan – subcontractors' goals, including outreach.

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

(return this page)

### 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.

**9.6 (EXHIBIT B) – Sample Contract & General Contract Terms And Conditions**

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

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

## **EXHIBIT A– SERVICE REQUIREMENTS**

### **1 SERVICE REQUIREMENTS**

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#### **1.1 Contractor Qualifications**

1. Contractor must be an established business with all required licenses, fees, bonding, facilities, equipment, and trained personnel necessary to meet all requirements and perform the work as specified in the Solicitation. The Contract must be licensed with the Island County Health Department.
2. Contractor employs Contractor representative(s) and technical trained personnel, with practical experience in assisting customers for services as described herein.
3. Contractor has capacity of providing routine services and emergency services as described herein.

#### **1.2 Pumping and Cleaning Services**

1. Grease Collection Tanks: Contractor shall pump entire contents of the waste in the tank, clean inlet and outlet baffles, and wash or scrape surfaces to eliminate cake-on substances and oily residue.
2. Septic Tank or Vault: Contractor shall pump, clean or remove wastewater and sludge from septic tank or vault, pump chambers, clean baffles, cesspools and drywells as necessary. If requested by State Parks, the Contractor shall dig out tank portals and after pumping, replace soil as necessary for the service. Digging out and soil replacement time shall be figured based on the applicable Contractor's Job Service Charge.
3. Sewage Ejector Pump Pit and Lift Stations: Contractor shall pump, clean and remove sewage from sewage pump pit. Inspect pump float system and confirm proper operation.
4. Oil and Water Separator: Contractor shall clean the sludge trap and separator of sludge and low viscosity liquid so that it is completely emptied and cleaned out.
5. Pressure Jet Line Washing: Contractor shall pressure wash main line (outfall) pipes from the source (cleanout and floor drains) to the grease storage tank. Pipes are approximately 4 inches to 6 inches in diameter.

#### **1.3 Service Expectations**

Contractor shall provide the following:

##### **A. Service Requirements:**

- a. Completion of small volume (under 10,000 gallons) waste service.
- b. Completion of large volume (over 10,001 gallons) waste service request.
- c. Completing the request in the most cost efficient way. For example; the Contractor shall not take two or more days to complete the job if it can be done in one.
- d. The Contractor shall communicate with the State Parks so all parties are aware of the work to be done.

## **B. Service Sites**

- a. **Service Locations:** Contractor is advised to visit potential State Parks service location(s) located in Island County only, for the purpose of job and site familiarization.
- b. **Job Site Accessibility:** To avoid unnecessary site delays, State Parks shall provide the following for the service work: ready access to pumping site, adequate room for maneuvering and pumping, easy access to tank connection, and a clearly identified pumping location. If a pumping site is not adequate for requested service, then the Contractor is to immediately notify State Parks.
- c. **Site Utilities:** State Parks shall provide as necessary access to water connections, electrical power, and lighting to ensure service work can be performed in a safe environment. Backflow prevention shall be the responsibility of the Contractor in accordance with Department of Health standards.
- d. **Crew Identification:** Contractor's employees shall display their company name badge when requested and it shall be visible on the outside of their clothing while on the job when possible.

## **C. Service Charges**

- a. **Pumping and Disposal:** Pumping and Disposal of wastes is the responsibility of the Contractor, there shall be no additional cost to State Parks for related activities, except those charges identified herein (e.g. extra hoses, extra laborer, etc.). The cost for pumping shall include all related expenses, trucks/equipment, operator and cost for disposal of waste.
- b. **Gallons Pumped:** Contractor will pay for actual gallons pumped based on the Contract price, with the exception of 100 gallons or less, which is a flat price rate. State Parks will confirm in writing the total gallons pumped at the time of pumping.
- c. **Pressure Jet Line Washing:** Contractor has two charge line items for this service, an equipment charge that includes truck/equipment and driver, and a separate pressure jet line washing labor charge for the work, charges applies only to on-site work.
- d. **Job Service Charge:** Job Service charge includes one laborer, vehicle and driver as a part of the job service charge. Job Service charges applies when additional work is not considered included in the service request (e.g. digging out for septic tanks, emergency service requests, etc.), but still necessary for the completion of the service request. Job Service charge is figured on an hourly basis. Minimum Job Service charge is 30 minutes and applies to on-site work.
- e. **Extra Laborer:** Contractor shall provide additional laborer(s) if the service request requires extra laborers for safety reasons or additional laborers are necessary for a particular job site or job size.
- f. **Emergency Service:** Contractor shall be paid for gallons pumped or service provided, and the on-site time to do the job according to the Job Service charge rate.

- g. **Extra Charges:** Contractor is responsible to obtain prior State Parks written approval to charge for Job Service, Extra Laborer, Emergency Service Call, and Extra Hoses before the start of the job.
- h. **Ferry Fees:** If Contractor is required to ride a state-owned vessel, Contractor shall any pay tolls and fees as required. Fares shall be reimbursed provided proper documentation is presented to State Parks with the invoice that relates to a specific job. Standby Ferry Charge applies to ferry time delays and the time on a ferry.
- i. **Ferry Delays:** In few cases because of emergencies or weather conditions the ferries may be temporarily shut down, this might cause Contractor's personnel and equipment to be required to remain on the ferries between terminals or might be required to remain on a ferry over night or find another return route, if this is the case, the state will pay the state Per Diem per person or compensate the Contractor for additional mileage and labor expenses.

#### **D. Miscellaneous Job Site Requirements**

- a. **Electrical Switches:** At the start of a job, all electrical switches that could be activated accidentally shall be locked out. Contractor shall notify State Parks before deactivating any electrical switches or systems. When job is completed, all electrical switches and system components shall be returned to an operable state.
- b. **Cleaning Materials:** Flammable solvents or other flammable cleaning aids shall not be used.
- c. **Pumping Service Range:** Contractor shall provide service within one hundred fifty (150) feet of the pumping location, beyond 150 feet Contractor may charge by the linear foot for extra hoses to reach the job location.

#### **E. Job Completion**

- a. **Job Clean-up:** Contractor shall leave the work area in clean, safe and operable condition upon completion of service activity. All access panels cover plates and protective insulation shall be properly replaced.
- b. **Inspection Form:** Contractor shall file inspection forms as required by local health department for service provided.
- c. **Service Inspection Report:** Contractor shall note any site problems, hazardous conditions or defective equipment found during the job by documenting it on the Contractor's Work Order and relaying the same information to the State Parks representative for corrective action. There shall be no charge to State Parks for service inspections.
- d. **Job Documentation:** After pumping and cleaning is completed, Contractor shall supply State Parks supporting service documents, with service company name, the service location, date-cleaned and amount of material pumped.
- e. **Contractor's Job Log:** Each invoice shall be accompanied with a copy of the job log. The job log shall include: the arrival date and time, number of gallons pumped, any standby time, any extra laborers, any extra hoses, any other charges, signature of the Contractor's authorized employee, and the signature of State Parks on-site representative.

#### **1.4 Disposal of Waste**

1. Contractor shall dispose of waste in accordance with federal, state and local laws, permits and regulations.
2. Prior to any disposal activities, the Contractor shall contact the local health jurisdiction in the county(s) where management will occur to determine management options available.
3. All waste shall be only transported, stored, recycled, destroyed or disposed of within the continental United States; unless no national capacity exists for a waste material. Before any waste can be shipped outside of the United States, the Contractor shall obtain State Parks written approval prior to shipping waste.
4. Typically, waste management method for grease, septic and sewage is treatment followed by land application at permitted land application sites or transfer to a permitted waste water treatment facility. However, depending on the quality and source of the waste materials, other management alternatives may be necessary in accordance with federal, state, and local laws and regulations. If State Parks requests incineration of aforementioned waste material, then the Contractor shall have prior written approval from State Parks and shall be reimbursed for any additional disposal fees above the normal cost for disposal under this Contract.
5. If the Contractor determines that the waste material does not conform to State Parks description or is materially different than its description, then the Contractor has the right to refuse to handle the waste materials. If a shipment is refused by the Contractor, then State Parks shall be obligated to pay Contractor's cost of transportation to and from site by the Contractor.

#### **1.5 Spill and Release Responsibilities**

Contractor is solely responsible for any and all spills, leaks or releases, which occur as a result of or are contributed to by the actions of its agents, employees, or Subcontractors. In the event of a spill, leak, or release the Contractor agrees to take the following actions:

1. Evacuate and warn those persons that may be affected by the spill.
2. Immediately contact Emergency Response Agencies (i.e. call 911), except at DOC facilities the Contractor shall contact the Shift Command, who will contact appropriate Emergency Response Agencies.
3. Contact State Parks representative and provide all notifications and reports as specified by local, state and federal laws, regulations and standards.
4. Clean up the spill in a manner that complies with local, state and federal laws, regulations and standards.





Holding tank Vault by Drain field





## **Professional Services Contract – Parks Number: SC 325-**

### **Washington State Parks and Recreation Commission and**

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

Location:

Phone:

Email:

Federal TIN:

WA State UBI Number:

### **INTRODUCTION**

Via a competition under number 325- , Washington State Parks and Recreation Commission (STATE PARKS) sought a set of qualified contractors to perform waste pumping services certified in Island County Washington on an "as needed" basis.

### **ACQUISITION AUTHORITY**

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

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

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



## **PURPOSE**

The purpose of this agreement is to establish an “as needed” waste pumping services agreement from a county certified technician.

## **SCOPE OF WORK**

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

Due to a catastrophic septic system failure, waste pumping services are now needed continually until State Parks can complete the solicitation process for such services. The contractor shall provide waste pumping services as requested by State Parks on an “as needed” basis.

## **PERIOD OF PERFORMANCE**

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

## **COMPENSATION**

This is an as needed on-call services contract. Compensation will be addressed via purchase requisition, purchase order, and or per invoice, State Parks will not allow this contract to exceed its then current delegation of authority at any given point in time. See also Acquisition Authority above for expanded details on delegation of authority.

The rates detailed in *Exhibit B-Rate Schedule* shall remain in effect unless amended in writing and agreed to by both parties via the amendment process.

## **BILLING PROCEDURES AND PAYMENT**

State Parks will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Contract Manager.

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

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

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

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

## CONTRACT MANAGEMENT

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

Contractor's representative shall be \_\_\_\_\_, Phone: \_\_\_\_\_, email: \_\_\_\_\_.

State Parks' representative shall be \_\_\_\_\_, Phone: \_\_\_\_\_, email: \_\_\_\_\_.

## INSURANCE

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

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

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

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

## ASSURANCES

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

## ORDER OF PRECEDENCE

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

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Exhibit A – General Terms and Conditions
4. Competition Document RFP 325-
5. Any other provision or term incorporated herein by reference or otherwise incorporated

## ENTIRE AGREEMENT

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

## CONFORMANCE

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

## APPROVAL

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

**THIS CONTRACT**, consisting of Thirteen (13) pages and Two (2) attachments, is executed by the persons signing below, who warrant they have the authority to execute the contract.

### WASHINGTON STATE PARKS AND RECREATION COMMISSION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Manuel Iglesias

Contracts Manager, State Parks

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

AAG Matt Kernutt /s/

08/23/2007

## **EXHIBIT A**

### **GENERAL TERMS AND CONDITIONS**

#### **DEFINITIONS**

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

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

#### **ACCESS TO DATA**

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

#### **ADVANCE PAYMENTS PROHIBITED**

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

#### **AMENDMENTS**

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

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

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

#### **ASSIGNMENT**

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

#### **ATTORNEYS' FEES**

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

#### **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The Contractor will be provided some information to enable it to perform its duties under this contract that may be exempt from disclosure under the Public Records Act, chapter 42.56 RCW,

or other state or federal law. Confidential information may include medical or other personal information; privileged information, and protected work product. The Contractor shall not use, disclose, or share any confidential information provided to it under this Contract for any purpose not directly connected with the performance of its duties under this Contract, except with prior written consent of State Parks, or as may be required by law. The Contractor shall protect such information against disclosure, using the degree of care a reasonable person would use to protect its own confidential or protected information.

### **CONFLICT OF INTEREST**

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

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

### **COPYRIGHT PROVISIONS**

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

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

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

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

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

## **COVENANT AGAINST CONTINGENT FEES**

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

State Parks shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.

## **DISALLOWED COSTS**

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

## **DISPUTES**

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

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

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

## **DUPLICATE PAYMENT**

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

## **GOVERNING LAW**

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

## **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or

expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

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

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

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

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

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

### **INDUSTRIAL INSURANCE COVERAGE**

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

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

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

### **LIMITATION OF AUTHORITY**

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

### **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

## **NONDISCRIMINATION**

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

- a. **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- b. **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. **Default.** Notwithstanding any provision to the contrary, State Parks may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until State Parks receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), State Parks may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. State Parks shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe State Parks for default under this provision.

## **PRIVACY**

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of State Parks or as otherwise required by law.

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

## **PUBLICITY**

The Contractor agrees to submit to State Parks all advertising and publicity matters relating to this contract wherein State Parks' name is mentioned, or language used from which the



connection of State Parks' name may, in State Parks' judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of State Parks.

### **RECORDS MAINTENANCE**

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

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

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

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

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

### **RIGHT OF INSPECTION**

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

### **SAVINGS**

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

### **SEVERABILITY**

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

### **SITE SECURITY**

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

### **SUBCONTRACTING**

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

to work under this contract.

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

## **TAXES**

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

## **TERMINATION FOR CAUSE**

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

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

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

## **TERMINATION FOR CONVENIENCE**

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

## **TERMINATION PROCEDURES**

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

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

Parks may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect State Parks against potential loss or liability.

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

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

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

## **TREATMENT OF ASSETS**

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

**WAIVER**

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

**END OF GENERAL TERMS AND CONDITIONS**

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