



COMPETITIVE SOLICITATION REQUEST FOR BID PROPOSALS

RFP 527-056 Northern Cascades Area Sno-Parks Sanitation Services

BRIEF DESCRIPTION: The Washington State Parks and Recreation Commission (State Parks) is seeking responses from qualified firms to provide 52 portable sanitary facility services in selected winter recreational areas in the scope of work below, with a potential of adding more.

Bids are due: Thursday, November 6th, 2025, by 1:00 PM, PST.

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

Procurement Coordinator: Jacob Eckmann, contracts@parks.wa.gov

Email Inquiries to: 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 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's responsibility to fully read and understand all provisions of this RFP. If a Bidder does not fully understand any portion of this RFP, the Bidder should contact the Procurement Coordinator.

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

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1 INFORMATION ABOUT THE PROCUREMENT

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

1.1 ACQUISITION AUTHORITY

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

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

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

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

1.2 INTRODUCTION

The Washington State Parks and Recreation Commission's Winter Recreation Program (State Parks) is seeking responses from qualified firms to provide 52 portable sanitary facility services in selected winter recreational areas in the scope of work below, with a potential of adding more.

The successful respondent will be awarded a five-year contract to provide services for five winter seasons (typically December 1 through March 31), contractually beginning December 1, 2025, and ending April 30, 2030. The contract will require the selected contractor to seasonally supply, deliver, service and remove 52 portable restrooms, at locations and in the manner as specified in the scope of work below.

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

BACKGROUND

Washington State Parks' Winter Recreation Program has been in existence for 40 years and provides access to winter recreational opportunities for thousands of people across the state each winter. These recreational activities include cross-country skiing, snowmobiling, snow biking, snowshoeing, skijoring, dogsledding, fat tire biking, and other snow-based activities carried out on lands owned by or administered by State Parks under agreements

with other organizations. Over its life, the program has grown exponentially, and now includes 130 Sno-Park parking areas statewide for motorized and non-motorized trail access. Some Sno-Parks are shared by both motorized and non-motorized users. Associated with these Sno-Parks are more than 3,000 miles of winter trails that are provided and maintained in cooperation with federal, state, county and local agencies, snowmobile clubs, ski clubs, private landowners and contractors. State Parks have also designated five snow-play areas that are serviced by Sno-Parks, providing access for tubing and other snow-based recreational activities.

The dramatic increase in recreational demand since inception of the program has necessitated an evolving management response to ensure that parking lots are constructed, maintained and plowed, restrooms provided, trails maintained and groomed, signs posted, rules enforced, conflicts resolved, and visitors kept informed. The successful bidder will be providing a valuable service to the public through the Winter Recreation Program by providing and servicing portable restrooms at selected Sno-Parks and Winter Recreation Sites along recreational corridors from Snoqualmie Pass to Cle Elum near I-90, Cle Elum to Blewett Pass along U.S. Highway 97, along the State Highway 410 recreational corridor east of Enumclaw and northwest of Chinook Pass, and at the Mt. Baker NRA Sno-Park east of Sedro-Woolley on the Baker Lake Highway.

CONTRACT TERM

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

The successful proponent will be required to perform the following work or provide the following services for five winter seasons (typically from December 1 through March 31), beginning December 1, 2025, and ending April 30, 2030.

ESTIMATED CONTRACT VALUE

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

For the 2024/25 winter season, the value of the contract for the service areas was **\$69,683.00**

There is no guarantee that the funding level available for the coming seasons will be the same as in the past. Funding reductions are possible, and continuation of the contract will be dependent upon the availability of funding approved each winter season in July or August.

REQUIREMENTS

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

1.3 WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES

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

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

1.4 STATEMENT OF WORK (SOW)

The successful proponent will be required to perform the following work or provide the following services for five winter seasons (typically from December 1 through March 31), beginning December 1, 2025, and ending April 30, 2030.

PROVIDE SANITATION UNITS

Provide and install portable restrooms of the following specifications: approx. 80" high interior, 85" high exterior; Door Height: 79". Base: 41" x 41"; Roof: 43.75" x 43.75"; Sixty-gallon tank capacity; High molecular weight polyethylene construction; Vent stack; Door slide with "occupied" indicator; Two toilet paper roll capacity; and Built-in urinal. Larger accessible units will be required where designated. Provide CDC or WA State Dept. of Health 'approved' hand sanitizer with each portable location and ensure it's checked and refilled at each weekly service to combat COVID-19 health concerns.

Place the required number (estimated at 52) of portable sanitary facilities at the following locations within the recreational corridors from Snoqualmie Pass to Cle Elum near I-90, Cle Elum to Blewett Pass along U.S. Highway 97, along the State Highway 410 recreational corridor east of Enumclaw and northwest of Chinook Pass, and at the Mt. Baker NRA Sno-Park east of Sedro-Woolley on the Baker Lake Highway.

TIME PERIOD OF SEASONAL SERVICE

The portable toilets listed below shall be installed and operational by 5 p.m., **December 15**. Servicing of all such toilets shall be discontinued on **March 31** of each year of the contract, or anytime earlier at the discretion of the Agency as set forth in the Contract. Additional operation, including placement and servicing prior to and beyond dates stated herein, can be authorized only by the Agency Representative.

SERVICING FREQUENCY / AUTHORIZATION TO CHANGE

The portable toilets listed below shall be serviced **one time each per week**, or as otherwise directed by the Agency Representative. Such service shall be accomplished during weekdays, Monday through Friday, in anticipation of heavy use over the weekends and holidays. Preferred serving will occur on Thursday or Friday each week. Additional or reduced periodic service can be authorized only by the Agency Representative. If for any reason the Contractor cannot service the units as provided above, the Contractor must notify the Agency no later than 5 p.m. on Friday of the week servicing is to occur.

DAMAGE & VANDALISM

The contractor, via their own required insurance policy and NOT through State Parks or the landowner, will be fully responsible for all damage incurred during the season related to all portable units at all locations, and any and all damage occurring from any contractor vehicle accidental collision into landowner property or facilities, or signs, or road damage, and all other facility or infrastructure damage. This includes: all public vandalism, natural events, wildlife damage, vehicle collisions, gunfire, explosives, fire, and damage to adjacent gates, signs, road barriers, kiosks, from contractor vehicle collisions, and all other damage to property not listed here. Major damage to portable units will require immediate replacement without a loss of service each week. Minor damage such as a bullet hole will not require a replacement unit as long as the portable unit is fully operable.

SERVICING STANDARDS / MINIMUM REQUIREMENTS

Each time the unit is serviced, the Contractor shall provide documentation of such servicing on one inside wall of the unit. The Contractor shall supply a minimum of two full rolls of toilet paper per unit each time the unit is serviced. Servicing shall also include the complete removal of all waste in the waste tank even if frozen, cleaning the inside of the waste tank, and cleaning and applying a commercial grade cleaner to the toilet seat. At the time of each service, all seats, doors, walls, floors, and other exposed surfaces shall be cleaned and sanitized; deodorant blocks shall be installed in the urinals as needed; and graffiti and obscene words shall be removed from any and all parts of each unit; all debris shall be removed from each unit (Note: trash cans or other waste receptacles will not be available) and the waste tank of each unit shall be emptied, flushed, and refilled with chemically treated water including sufficient amounts of anti-freeze or equivalent to prevent freezing to 10 degrees Fahrenheit. Ensure each unit has CDC or WA State Dept. of Health 'approved' hand sanitizer with each portable location and ensure it's checked and refilled at each weekly service to combat COVID-19 and other health concerns.

PLACEMENT LOCATIONS AND QUANTITIES TO BE PROVIDED

Place the required number (estimated at 52) of portable sanitary facilities at the following locations within the recreational corridors from Snoqualmie Pass to Cle Elum near I-90, Cle Elum to Blewett Pass along U.S. Highway 97, along the State Highway 410 recreational corridor east of Enumclaw and northwest of Chinook Pass, and at the Mt. Baker NRA Sno-Park east of Sedro-Woolley on the Baker Lake Highway.

I-90 Corridor/ Blewett Pass:

Hyak Sno-Park located off I-90 Exit 54. Turn south at off-ramp (from Seattle, make a right turn off the freeway). From Cle Elum, make a left turn to the intersection. Turn left, go about 1/8 mile and turn right. Sno-park is on first right. **Three (3)** portable toilets.

Cabin Creek Sno-Park located 10 miles east of Snoqualmie Summit. I-90 Exit 63. 200 vehicle spaces. **Seven (7)** portable toilets, including Two (2) ADA toilets (one in the upper lot and one in the lower lot).

Gold Creek Sno-Park located 1 mile north of I-90 at Exit 54. 200 vehicle spaces. **six (6)** portable toilets.

Pipe Creek Sno-Park, located 29 miles east of Cle Elum via Highway 97. 20 vehicle spaces. **One (1)** portable toilet.

Kachess Lake Sno-Park located 4 miles north of I-90 Exit 62 on Kachess Lake Road. 100 vehicle spaces. **Three (3)** portable toilets.

Crystal Springs Sno-Park located 8 miles east of Snoqualmie Summit. I-90 Exit 62, then 1 mile south on USFS Road 54. **Fourteen (14)** portable toilets, including Three (3) ADA toilets (one (1) located in non-motorized lot, one (1) located in motorized lot, and one (1) located in dogsled lot).

Salmon La Sac Sno-Park, located north of Cle Elum/Roslyn. I-90 Exit 80 to SR 903 north for 16 miles. Parking off USFS Road 4315. 100 vehicle spaces. **Three (3)** portable toilets.

Cooper Bridge, located between Salmon La Sac Sno-Park and French Cabin Sno-Park, at the east side of the bridge (before crossing the bridge) by the Salmon La Sac Rd and NF 46 Rd. Shoulder parking 30-40 vehicles. **One (1)** portable toilet.

Swauk Pass Sno-Park (aka Blewett Pass Sno-Park) located 25 miles south of Leavenworth, Highway 97 to top of Blewett Pass, connects to Swauk Campground and Pipe Creek Sno-Parks. 30 vehicle spaces. **Two (2)** portable toilets, one of which will be accessible for those with disabilities.

Swauk Campground Sno-Park located 27 miles east of Cle Elum via Highway 97. 25 vehicle spaces. **One (1)** portable toilet.

Manastash Sno-Park, located east of Ellensburg. I-90 Exit 101. Turn right on South Thorp Highway for 2 miles to Cove Road. Turn right and go 3.2 miles to Manastash Road. Turn right. Sno-Park at end of County Road. 15 vehicle spaces. **One (1)** portable toilet.

Easton Reload Sno-Parks, located off I-90 at Exit 71. At stop sign, go south over railroad tracks and right onto Cabin Creek Road to end of plowing. 50 vehicle spaces. **Two (2)** portable toilets.

Evergreen Sno-Park, located south of I-90 and about 6 miles southwest of South Cle Elum. From I-90 Eastbound, take Exit 78 and go south on Golf Course Road for .8 miles to Westside Road. Turn left and go 1.7 miles to Woods and Steele Road. Turn right and go .8 miles to All Seasons Drive (FS #4510) and turn left. Follow All Seasons Road almost to the end. Approximately 20 vehicle spaces. **Two (2)** portable toilets, one of which will be accessible for those with disabilities.

The following areas are closed for the 25-26 winter season. Opening will be reevaluated annually, subject to funding availability. Services will not be required for the 25-26 season:

French Cabin Sno-Park located North of Cle Elum. I-90 Exit 80 to SR 903 north on the way to Salmon La Sac Sno-Park. 25 vehicle spaces. **Two (2)** portable toilets.
CLOSED FOR 25-26 SEASON

Reecer Creek Sno-Park located 13 miles north of Ellensburg via Reecer Creek Road and USFS Road 3500. 75 vehicle spaces. **One (1)** portable toilet. **CLOSED FOR 25-26 SEASON**

Taneum Sno-Park located off I-90 Exit 93. Elk Heights Road north for 0.1 miles to Thorp Prairie Road then south for 3.5 miles. Then east on Taneum Road for 6 miles. 25 vehicle spaces. **One (1)** portable toilet. **CLOSED FOR 25-26 SEASON**

Elk Heights Sno-Park, located south of Cle Elum. I-90 at Exit 93 to Elk Heights Road, then go south for 1 mile. 30 vehicle spaces. **One (1)** portable toilet. **CLOSED FOR 25-26 SEASON**

Exact location of placement of the portable toilets in the I-90 and Blewett Pass areas above areas shall be determined by the Cle Elum Ranger District, Okanogan-Wenatchee National Forest in cooperation with Lake Easton State Park, and Winter Recreation Program staff. The Contractor shall contact and coordinate such portable toilet placement with the Cle Elum Ranger District: (509) 852-1069 prior to actual placement of portable toilets. For placement at Crystal Springs and Easton Reload Sno-Parks, the Contractor shall contact Lake Easton State Park at (509) 656-2230.

State Route 410:

Sun Top Sno-Park located 30 miles east of Enumclaw off Highway 410 on USFS Road #73: **One (1)** portable toilet.

Silver Springs Sno-Park located 19 miles east of Enumclaw. Hwy 410 east, turn left onto Crystal Mountain Boulevard, go 50 yards and turn right into Sno-Park: **One (1)** portable toilet.

Exact location of placement of the portable toilets in the SR 410 areas shall be determined by the Snoqualmie Ranger District of the Mt. Baker-Snoqualmie National Forest and Winter Recreation Program staff. The Contractor shall contact and coordinate such portable toilet placement with the Snoqualmie Ranger District at (360) 802-5309 prior to actual placement of portable toilets.

Mt. Baker NRA:

Mt. Baker NRA Sno-Park located 12 miles north of Hwy 20 via the Baker Lake Highway, then west on USFS Road 12 for one mile to main Sno-Park: **Two (2)** portable toilets.

Salmon Ridge Sno-Park, located east of Bellingham, I-5 exit 255 to Mt Baker Highway 542 east for 46 miles. **Two (2)** portable toilets.

Exact location of placement of the portable toilets shall be determined by the Mt. Baker Ranger District of the Mt. Baker-Snoqualmie National Forest. Please contact and coordinate such portable toilet placement as the Mt. Baker Ranger District (360) 854-2610, and Randy Skillman, snow removal & grooming contractor (360) 661-5535 prior to actual placement of portable toilets.

2 DEADLINES, PREBID CONFERENCE, QUESTIONS AND PROCUREMENT SCHEDULE

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

2.1 COMMUNICATION REGARDING THIS COMPETITION

All communication 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 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 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 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	10/13/2025 See additional details in Section 2.2 – Prebid Conference.	COB
Prebid Conference	10/14/2025 See additional details in Section 2.2 – Prebid Conference	10:00AM-10:30AM PST
Question Period	09/24/2025-10/28/2025 See additional details in Section 2.3 – Question and Answer Period.	NA
Answer Period	10/15/2025-10/28/2025 , anticipated but may take longer. All Answer Responses will be posted on WEBS. See Section 2.3 – Question and Answer Period	
Complaint Period	10/23/2025-10/29/2025 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 – Deadline	11/06/2025 See also: Section 4 - Responses – Required Content, Format, and Scoring. See also Section 4.1 Checklist of Required Submittals	1:00PM PST
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	

3 SPECIAL TERMS

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

3.1 ADVANCED PAYMENT PROHIBITION

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

3.2 BUSINESS STRUCTURE & EMPLOYEES (Compliance with Law)

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

3.3 THE RESULTING CONTRACT AND ITS TERMS AND CONDITIONS

A sample contract is provided at the end of 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.

The document's file name includes "Sample Contracts" and includes one file posted separately on WEBS:

- **Exhibit A: Sample Service Contract**

4 RESPONSES - REQUIRED CONTENT, FORMAT, AND SCORING:

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

4.1 CHECKLIST OF REQUIRED SUBMITTALS

The following list 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	Pricing (form provided)	Up to 50 points	Appendix C, Section 4.4 Section 9.3	
4	Experience (self-authored)	Up to 40points	Section 4.5	
5	References (form provided or self-authored)	Pass/Fail	Appendix D, Section 4.7 Section 9.4	
	Subcontracting not Authorized Statement/Acknowledgement (form provided)	Required prior to contract	Appendix E Section 9.5	
6	Washington Small Business and/or Certified Veteran-Owned Business (self-authored)	10 points	Section 4.6 Section 5.3	
7	Literature & Photos (optional, self-authored)	Pass/Fail		

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

The table serves multiple purposes:

1. Specifies the submittals bidders must provide to State Parks in their bid response.
2. Acts as a checklist to ensure all required materials are included.

3. If State Parks does not provide a form, the bidder must "self-author" a response to fulfill the requirement.

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

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

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

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 BIDDER'S PROFILE – (APPENDIX B)

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 PRICING – (APPENDIX C) (50 POINTS POSSIBLE)

A FORM is provided for this part of your bid response. See (APPENDIX C – PRICING SHEET.

Bidder, complete the PRICING SHEET provided by State Parks. Provide a charge/cost for each line item. Failure to provide a charge/cost for any line item will be assumed to be ZERO (\$0). Please mark each line on the Price Sheet, even if the charges are zero (0) dollars.

The Pricing Sheet Form is designed to have the bidder provide a “blended rate” meaning a single common all-inclusive rate for that particular line item of service or equipment. **THE BLENDED RATE SHALL NOT INCLUDE TAX.**

This part of the bid response is used to determine lowest bid status and what appears to be the low bid will move forward for additional responsive and responsibility evaluation testing.

4.5 EXPERIENCE – (SELF-AUTHORED) (40 POINTS POSSIBLE)

Bidder this part of your bid response is to be self-authored by you. Please provide an overview of your operations, along with past & present experience performing sanitation services.

Bidders are encouraged to highlight the scope, duration, and measurable success of any previous similar contracts, as well as highlighting proficiencies with maintenance, compliance with regulations, and customer service. Bidders should also address their capacity to provide the necessary resources, equipment, and personnel to fulfill the duties outlined in the scope of work contained in this document.

4.6 WASHINGTON SMALL BUSINESS AND/OR CERTIFIED VETERAN-OWNED BUSINESS (10 POINTS POSSIBLE)

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

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

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

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

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

4.7 (APPENDIX D) - REFERENCES

Letters of Reference

Bidder this part of your bid response requires you to submit letters of reference from other parties, or use the form provided to provide the names and contact information of other parties.

Provide current professional references of your work experience performing sanitation services as recognized by those with direct knowledge of your skills and abilities performing sanitation services. WA State Parks and Recreation Commission staff cannot act as a reference in this situation.

The objective of references is to gauge the Responsibility of the bidder. State Parks reserves the right and may contact your reference and may contact any person, business, agency, or database system that may have information on your skills, abilities, and customer service.

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. 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

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

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

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

5.2 RESPONSE LAYOUT REQUIREMENTS

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

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

5.3 WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCE

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

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

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

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

6 EVALUATION AND AWARD

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

6.1 ORAL PRESENTATION (OPTIONAL)

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

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

6.2 ORAL PRESENTATIONS EVALUATION CRITERIA (OPTIONAL)

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

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

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

- 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.
- 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, 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 request that the Apparent Successful Bidder (ASB) provides within three (3) business days after request, satisfactory evidence of ability to have the services performed and completed by a certain date. 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.

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- 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.*
 - 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.

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

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

7.1 ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER (ASB)

Following the bid evaluation, State Parks will announce to all bidders the Apparent Successful Bidder (ASB) via email to the address provided in the Bidder's Profile - Appendix B. The Announcement of ASB starts a clock, and it is the bidder's responsibility to provide a working 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. The email's subject line must include the competition's number and the word "Debrief." (e.g., "**RFP # Debrief**") Failure to mark the email as instructed may result in the debrief being overlooked or misunderstood.

7.3.2 Debrief Meeting, Discussion, And Delay

Discussion will be limited to critiquing the requesting bidder's response. Comparisons with other responses or evaluations will not be allowed. Debriefing conferences, scheduled for a maximum of 30 minutes, may be conducted in person, via teleconference, or by phone. State Parks intends to hold all debriefings within a few days of the Announcement of Apparent Successful Bidder. The requesting bidder must have a representative available if 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.

7.4.4 Submission Of Protests

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

7.4.5 Grounds Which May Be Protested

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

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

- An evaluator's professional judgment on the quality of a response, or
- State Parks' assessment of its own and/or other agencies' needs or requirements, or,
- Issues, concerns, or requests for changes that could have been addressed during the Question-and-Answer Period, 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.

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

7.4.8 Agency Decision is final

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

8 ADDITIONAL GENERAL PROVISIONS FOR ALL BIDDERS

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

8.1 ANNOUNCEMENT AND SPECIAL INFORMATION

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

8.2 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

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

8.3 AMENDMENTS TO THE COMPETITION

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

8.4 RESPONSIVENESS OF BIDDER'S RESPONSE

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

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

8.5 CLARITY AND CLARIFICATIONS

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

8.6 COST OF RESPONSE PREPARATION

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

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

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

8.7 OWNERSHIP OF RESPONSES

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

9 APPENDICES AND EXHIBITS

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

- Appendix A (Section 9.1): Bidder's Certifications, Assurances, and Waiver (sign and return all pages)
- Appendix B (Section 9.2): Bidder's Profile (return all pages)
- Appendix C (Section 9.3): Pricing (return all pages)
- Experience and Expertise (Section 4.5) (self-authored)
- WA Small Business/Veteran Owned Business Certification (Section 4.6) (self-authored)
- Appendix D (Section 9.4) References
- Appendix E (Section 9.5) Subcontracting not Authorized Acknowledgement

EXHIBIT and Attachments: Posted Separately on WEBS

- Exhibit A (Section 9.6): 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)

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>* <i>Note:</i> 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	
-----	-----------------------------------	--

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">▪ Microbusiness: Annual gross revenue of less than one million dollars.▪ Mini business: Annual gross revenue of more than one million dollars, but less than three million dollars.▪ Small Business: Annual gross revenue of less than seven million dollars over each of the three prior consecutive years.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the location for 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) – PRICE SHEET (MUST BE LEGIBLE)

(APPENDIX C, PART 1) – SPECIAL TERMS & NOTES FOR BIDDER'S PRICING (in part 2)

1. All Costs Rolled-in: **DO NOT INCLUDE TAX UNLESS SPECIFICALLY INSTRUCTED.** Bidders must identify and include all elements of recurring and non-recurring costs in their pricing (all-inclusive rate). Unless otherwise separately identified in section APPENDIX C, PART 2 below, this all-inclusive rate must include, but is not limited to, all administrative fees, maintenance, manuals, documentation, shipping charges, labor, travel, training, consultation services, wiring and supplies needed for the installation (including cost of all uncrating, disposal of shipping materials), set-up, testing and initial instruction to agency personnel, warranty work and maintenance of the products/services, handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards. The Bidder that is awarded the contract must provide all vehicles, equipment, personnel and supplies necessary to perform the requirements as identified herein and/or that are necessary in carrying out the contractual obligations.
2. No Advanced Payment: State Parks may not make a payment in advance for goods or services in accordance with [RCW 43.88.160](#)
3. Pricing: Fixed and firm for the life of the five-year contract, i.e., the following seasons: 2025/2026, 2026/2027, 2027/2028, 2028/2029, 2029/2030.
4. FOB Destination Freight Prepaid and Included.
5. SHIP TO / DELIVERY location OR where the service will be performed for the items being competed in Table (APPENDIX C, PART 2) – BIDDER'S PRICING SHEET below: Multiple locations. See competition document at Section 2.4 PLACEMENT LOCATIONS AND QUANTITIES TO BE PROVIDED.
6. Prevailing Wage: The state of Washington has enacted Prevailing Wage laws. The WA Department of Labor and Industries (L&I) website (see link below) shows the trades that are subject to Prevailing Wage. The Bidder affirms that it has reviewed the trades and has accounted for prevailing wage in its bid response Bidder's Pricing Quote. The Bidder understand and agrees that its failure to account for prevailing wage in this contract and/or its violation of prevailing wage involving this contract is a breach of contract. The Bidder understands and agrees that it SHALL hold harmless, save harmless, indemnify, and defend (at its own costs) WSPRC against any action, dispute, claim, loss, damage, and attorney fees, involving the Bidder's breach, failure, or violation of WA's Prevailing Wage Law. **Link:** <https://fortress.wa.gov/lni/wagelookup/PrvWageLookUp.aspx>
7. Bidders shall extend unit pricing as required. In the event of a math error in the extension of the cost, the unit price shall prevail.
8. FIRM OFFER PERIOD: 90 days following the competition's bid due date (deadline).

CONTINUED ON NEXT PAGE

(APPENDIX C, PART 2) – BIDDER'S PRICING SHEET					
#	Description	Unit of Issue	Quan. Needed	Unit Price	Extended Price
1	Mobilization of the Sanitation Unit (blended rate): <ul style="list-style-type: none"> Mobilization means delivery and set-up of a single sanitation unit, and all things necessary to get the unit operating for its intended purpose. It SHALL include its initial servicing and supplies as part of the charge. Blended Rate means a single common all-inclusive rate for mobilization per unit (no matter the style, size, or location). State Parks does not want differing rates depending on location. <u>Do not include tax.</u> Applicable to both regular and larger “accessible” models. Units supplied must substantially meet the unit criteria, size, and technical specifications identified in the competition document. All Locations: Bidder affirms its firm can and will meet all locations specified in the Competition document. Terms & Conditions: Bidder affirms its firm can and will meet all TERMS & CONDITIONS specified in the Competition document. 	Ea			
2	Rental Fee of the Sanitation <u>Regular Unit</u> (weekly blended rate): <ul style="list-style-type: none"> Weekly interval: State Parks requires the rental fee to be based on a weekly interval. Bidders, craft your “Unit Price” based on a one (1) week rental model, per unit. Blended Rate means a single common all-inclusive weekly rent rate per unit. State Parks does not want differing weekly rates depending on location. <u>Do not include tax.</u> Units supplied must substantially meet the unit criteria, size, technical specifications, and service requirements, and supply requirements identified in the competition document. All Locations: Bidder affirms its firm can and will meet all locations specified in the Competition document. Terms & Conditions: Bidder affirms its firm can and will meet all TERMS & CONDITIONS specified in the Competition document. 	Ea			
3	Rental Fee of the Sanitation <u>Larger “Accessible” Unit</u> (weekly blended rate):	Ea			

	<ul style="list-style-type: none"> Weekly interval: State Parks requires the rental fee to be based on a weekly interval. Bidders, craft your “Unit Price” based on a one (1) week rental model, per unit. Servicing means the service, cleaning, resupply, and maintenance requirements of Scope of Work, and all things necessary to make the unit fit for its intended purpose. Blended Rate means a single common all-inclusive weekly rent rate per unit. State Parks does not want differing weekly rates depending on location. <u>Do not include tax.</u> Units supplied must substantially meet the unit criteria, size, technical specifications, and service requirements, and supply requirements identified in the competition document. All Locations: Bidder affirms its firm can and will meet all locations specified in the Competition document. Terms & Conditions: Bidder affirms its firm can and will meet all TERMS & CONDITIONS specified in the Competition document. 				
4	<p>Servicing of the Sanitation Unit (weekly blended rate):</p> <ul style="list-style-type: none"> Weekly interval: State Parks requires the unit to be serviced once per week. Bidders, craft your “Unit Price” based on one (1) per week (per unit) servicing model. Servicing means the PUMPOUT, service, cleaning, resupply, and maintenance requirements of Scope of Work of the competition document, and all things necessary to make the unit fit for its intended purpose. Blended Rate means a single common all-inclusive weekly rate for servicing per unit (no matter the style, size, or location). State Parks does not want differing rates depending on location. <u>Do not include tax.</u> Applicable to both regular and larger “accessible” models. Units supplied must substantially meet the unit criteria, size, technical specifications, and service requirements, and supply requirements identified in the competition document. All Locations: Bidder affirms its firm can and will meet all locations specified in the Competition document. 	Ea			

(APPENDIX C) – PRICING SHEET (PART 1 & PART 2)

	<ul style="list-style-type: none">• Terms & Conditions: Bidder affirms its firm can and will meet all TERMS & CONDITIONS specified in the Competition document.				
5	Demobilization of the Sanitation Unit (blended rate): <ul style="list-style-type: none">• Demobilization means tear-down, servicing, cleaning, repair, resupply, and pick-up and transport of the sanitation unit, and all things necessary to get the unit from State Parks into the Contractor's possession. State Parks does not want differing rates depending on location.• Blended Rate means a single common all-inclusive rate for demobilization per unit. State Parks does not want differing rates depending on location. <u>Do not include tax.</u>• Applicable to both regular and larger "accessible" models.• All Locations: Bidder affirms its firm can and will meet all locations specified in the Competition document.• Terms & Conditions: Bidder affirms its firm can and will meet all TERMS & CONDITIONS specified in the Competition document.	Ea			
6			Sum Lines 1-5	SUB:	
7					
8					

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

9.4 (APPENDIX E) REFERENCES (must be legible)

In the Table below the Bidder shall provide 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 john.smith@haha.com

9.5 (APPENDIX F) SUBCONTRACTING NOT AUTHORIZED ACKNOWLEDGEMENT

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

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

STATEMENT OF ACKNOWLEDGEMENT

Print Full Name

I (bidder), _____ on behalf of my firm and me affirm that subcontracting is not authorized unless approved in writing by the Washington State Parks and Recreation Commission. Further, my bid response is not contingent on subcontracting, and my bid is fully capable of carrying out the contract without the use of subcontracting.

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

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

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



**WASHINGTON STATE
PARKS AND RECREATION COMMISSION**



**PURCHASED SERVICES AGREEMENT
STATE PARKS No. PSA -**

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

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

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

SPECIAL TERMS AND CONDITIONS

I. SCOPE OF WORK

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

The Contractor will provide the following services:

II. PERIOD OF PERFORMANCE

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

III. RIGHTS AND OBLIGATIONS

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

IV. COMPENSATION AND PAYMENT

A. Amount of Compensation. Maximum compensation for this contract is _____ **and** _____ **/100ths Dollars (\$ _____)**. Any additional services provided by the Contractor must have the prior written approval of State Parks.

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

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

V. CONTRACT REPRESENTATIVES

- A. State Parks' representative on this contract shall be _____, phone () - _____, who shall be responsible for monitoring the performance of the Contractor, the approval of actions by the Contractor, the approval for payment of billings and expenses submitted by the Contractor, and the acceptance of any reports by the Contractor.
- B. The Contractor's representative on this contract shall be _____, phone () - _____, who will be the contact person for all communications regarding the conduct of work under this contract.

VI. INTERPRETATION OF CONTRACT

- A. Order of Precedence. In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
- Applicable Federal and state of Washington statutes and regulations
 - Special terms and conditions as contained in this basic contract instrument
 - Attachment A - General Terms and Conditions
 - Scope of Work
 - Any other provision, term, or material incorporated herein by reference or otherwise incorporated
- B. Entire Agreement. This contract including referenced attachments represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.
- C. Conformance. If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

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

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

Contractor:

State Parks:

**Washington State
Parks and Recreation Commission**

300 Desmond Dr. SE
PO Box 42650
Olympia, WA 98504-2650
(360)
(360) 664-0278

Phone:

FAX:

By _____

By _____

Title _____

Title _____

Date _____

Date _____

UBI No. _____ - _____

Fed. Tax Id. No. _____ - _____

Approved as to form:

Mike Ferguson /s/
Assistant Attorney General
August 2009

Attachment A

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TREATMENT OF ASSETS –

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

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

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

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

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

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

magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent register and the ability to transfer these rights.

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

REGISTRATION WITH DEPARTMENT OF REVENUE -- The Contractor shall complete registration with the Department of Revenue, General Administration Building, Olympia, WA 98504, and be responsible for payment of all taxes due on payments made under this contract.

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

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

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

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

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

CHANGES AND MODIFICATIONS -- The Agent may, at any time, by written notification to the Contractor and without notice to any know guarantor or surety, make changes in the general scope of the services to be performed under the contract. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of this contract, an equitable adjustment may be made in the contract price or period of performance, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of Contractor's receipt of the notice

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

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

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

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

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

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

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

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

1. Stop work under the contract on the date, and to the extent specified, in the notice;

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

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

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

END OF GENERAL TERMS AND CONDITIONS
/ / / / /