



WASHINGTON STATE PARKS AND  
RECREATION COMMISSION



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**--- SOLICITATION AMENDMENT 1 ---**  
**September 29, 2023**

**COMPETITION WEBS BID**  
**RFP 123-517 DISCOVER PASS PRODUCTION, FULFILLMENT AND ECOMMERCE**

PREVIOUS TERMS AND CONDITIONS IN EFFECT: All earlier terms, conditions, instructions, information, language, etc. not modified by this amendment remain in full force and effect.

NOTE: Bidders are invited to include this competition amendment with the Bidder's bid response, but it is not mandatory.

This Amendment addresses the removal and replacement of Appendix C Technical Specifications and Appendix D Pricing Page. See below.

**(APPENDIX C) – TECHNICAL SPECIFICATIONS**

*REMOVE in its entirety and REPLACE with the attached APPENDIX C – TECHNICAL SPECIFICATIONS – AMENDMENT 1 (17 pages)*

**(APPENDIX D) – PRICING PAGE**

*REMOVE in its entirety and REPLACE with the attached APPENDIX D – PRICING PAGE – AMENDMENT 1 (6 pages)*

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There are 24 pages to this amendment including all attachments. This amendment is issued to all known Plan Holders.

END    END    END    END    END

**(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page) - AMENDMENT 1**

**8.3 (APPENDIX C) - TECHNICAL SPECIFICATIONS (MUST BE LEGIBLE)**

The Table below represents the technical specifications required for the Discover Pass Production, Fulfillment, and eCommerce.

**Check if as Specified:** Bidder if your Discover Pass Production, Fulfillment, and eCommerce meet the Technical Specification line then mark the “Check if as specified” box.

- *If no mark is CLEARLY provided it will be assumed your firm is unable to meet the Technical Specification and may be rejected.*

**Describe fully if not as specified:** Bidder if your products/services do not fully meet the Technical Specification line then you must describe, why and how your products/services do not meet the specification AND what your solution is and offers. You must explain this in the “Describe fully if not as specified” box. If more room is needed, you may provide an attachment, but it must be clearly marked referencing the Technical Specification line number. WSPRC will consider solutions that deviate from the specification. However, Bidders are cautioned that deviations from the Technical Specification increase your chances that your offered solution may not be accepted upon review by WSPRC staff. **Standard to be applied: Review of solutions not meeting the Technical Specification as written will be at the complete and sole discretion of WSPRC.**

Line	Description	Check if as specified	Describe fully if not as specified
1	<b>TECHNICAL SPECIFICATIONS FOR PRINTING:</b>		
1A	<b>QUALITY:</b> The printing and workmanship must be at or above industry standard quality. All materials and operations such as ink coverage and density, printing, die-cutting, must be of such quality to insure satisfactory use by the ordering Agency. Exact registration of ink shall be required.		
1B	<b>PROPERTY OF THE AGENCY:</b> All dies, electroplates, cuts, negatives and positives, engravings and artwork or any other commodities used in the production of the work under this contract are the property of the state and shall be delivered to the ordering Agency upon completion of this contract. All transportation expenses shall be paid by the contractor. All dies, electroplates, cuts, negatives and positives, engravings and artwork or any other commodities used in the production of the work under this contract and paid for by the State shall be delivered to the ordering Agency upon completion of this contract All transportation expenses shall be paid by the contractor.		

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1C	<p><b>SAMPLE:</b> On all production jobs, the contractor shall provide a minimum of three (3) samples, a copy of the invoices, and a copy of any analysis sheet showing how costs were calculated. Payment will not be made until the samples have been examined for contract conformance. These sample items must be sent to Purchaser/Ship to Contract Manager at the address provided herein. Receipt of merchandise does not necessarily constitute acceptance. The Agencies will be granted reasonable time in which to inspect the merchandise and to determine if its quality meets the requirements or standards of the contract. If quality problems are evident the Agencies will review the problem and if specifications of the contract are not met, will assess a penalty If the merchandise is unacceptable; the vendor may be offered an opportunity to reproduce the material within a reasonable time. At the time authorization for reproduction is given the Agencies will establish in writing a new delivery date. If final delivery exceeds the original delivery date, the vendor may be charged a late penalty as specified in the contract.</p>		
1D	<p><b>LIQUIDATED DAMAGES OR PENALTIES:</b> All commodities furnished will be subject to inspection and acceptance after delivery. Failure to meet specifications authorizes the Agencies to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. Liquidated damages imposed by the Agencies against the contractor for failure to meet delivery schedule will be one percent (1%) of the invoice amount for each working day beyond the specified delivery time (e.g., invoice amount = \$25,000 and 1%= \$250 per day.) The contractor shall be relieved of delays due to causes beyond its control such as acts of God, national emergency, strikes or fires. The Agencies will assess penalties for late delivery in all cases except those approved as beyond the contractor's control. The contractor must notify the Agencies 'Contract Manager, in writing (email is acceptable), on a timely basis, of such developments stating reason, justification and extent of delay. When the time does not allow for reprinting or reordering, acceptance of an inferior commodity shall result in liquidated damage of up to twenty percent (20%) of the invoice amount or \$500, whichever is smaller.</p>		
1E	<p><b>STOCK:</b> Bidder shall propose a specific synthetic polypropylene or polyester paper that supports a secondary thermal transfer print process. The bidder must provide samples of the proposed stock. Product should meet the following specifications: Virgin or recycled printing blanks, White minimum 10-Mils thick, Waterproof/ water resistant, Durable, and tear-</p>		

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	resistant, UV resistant for a minimum of 12 months, Biodegradable or recyclable (provide recycle specifications), Inks will not erase or smudge, Writeable and non-erasable, Capable of being perforated for separation. Placards must be durable for repetitive daily use of hanging and removing on rear view mirrors. The material and printing will exhibit no noticeable color change when exposed to sunlight for at least one (1) year.		
1F	<b>INKS:</b> The placards are to be printed and sequentially numbered in sunfast weather resistant inks that do not interfere with the preferred biodegradable or recycling process associated with the selected material. All printing and numbering to be guaranteed for minimum storage of up to two (2) years and guaranteed for use for up to one (1) year without exhibiting a loss of legibility. Permanent ink must be utilized and must not rub-off or smudge.		
1G	<b>ESTIMATED ANNUAL QUANTITIES:</b> The quantity listed is estimated by ordering based upon previous usage annually, as described in the RFP. Generally, the Agencies will place printing orders on an annual basis. The Agencies may order more or less as is required during the term of the contract. The Agencies do not guarantee to buy all the estimated quantity or any total dollar amount. The contractor shall only bill for the total number of placards ordered and produced.		
1H	<b>DELIVERY REQUIREMENTS:</b> Contractor(s) shall acknowledge receipt of an order placed by the Agencies within two (2) business days via email, phone, or fax. This will begin a ten (10) calendar day requirement for delivery. Delivery must be made on and within ten (10) business days after receipt of an order. Business day shall be defined as Monday through Friday 8:00 am to 5:00 pm local time in Olympia WA, of each 15-week exclusive of all official State Holidays. The time the proofs are out of the vendors' hands for approval by the Agencies will not count against production time. Ship to locations to be determined, primarily in the state of Washington, at Agencies' expense.		
1I	<b>SERIAL NUMBERING:</b> All placards, shall be imprinted with a sequential and non-repeating serial number on the front side of the placard in the format, color, size and location provided in the master design. Serial numbers must not rub-off or smudge under normal use. The numbering sequence will be provided upon award of contract, if any. The contractor is responsible for tracking the last number used in every series and must start the printing of each new order with the next successive serial number that applies for each type of placard.		

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1J	<p><b>COMPOSITION:</b> Contractor will be responsible for total composition except design. Placard design will be provided by the Agencies.</p> <p>Proofs: Proof will be required prior to initial printing and following any subsequent design changes.</p> <p>Charge for author's alterations may not exceed \$0.05 per line, or \$3.00 per side. Both parties (Contractor and the Agencies) are responsible for keeping accurate records showing time copy and proofs are mailed and received in order to calculate the final delivery date of the finished product. These records must show the date the proof is mailed or delivered to the Agencies and the date(s) they are returned. When the proofs are returned to the Agencies, the contractor will provide a proofing document for the Agencies to sign indicating if corrections are necessary. The document will show the signature of the person reviewing the document, the date it was reviewed and the necessary corrections to be made, if any.</p> <p>When proof is submitted to the Agencies, it will be their responsibility to make the necessary corrections. The notation "AA" (Author's Alteration) or "PE" (Printer's Error) will be made in the margin of the copy alongside each correction.</p> <p>Author's alterations are changes made by the originator after typesetting has been accomplished according to the original proof or artwork. If the printer makes errors in the setting of composition, the correction of these errors is not chargeable to the Agencies. The "PE" and "AA" designations will identify those changes for which the Agencies should correctly be billed.</p> <p>All corrections must be made in blue, non-reproducing pencil.</p> <p>Send proof to the Contract Manager at the address provided herein.</p>		
1K	<p><b>OVERRUNS/UNDERRUNS:</b> A 4% overrun will be authorized. Overruns shall be priced at 80% of the lowest unit price of the contract. No underruns will be allowed. Overruns must be a continuation of the numbering sequence. No duplication or missing numbers will be allowed.</p>		
1L	<p><b>BANKRUPTCY:</b> In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void and is immediately terminated without further order placements or notice.</p>		
2	<p><b>DESCRIPTION SUMMARY:</b></p>		
2A	<p><b>PASS FORMAT:</b> Vertical placard will be approx. 4.0 inches wide by 8.5 inches tall. Passes to be bound into booklets will require an extra 1.75" material for stapling purposes and a stub for Park employees to retain.</p>		

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	<p>Die-cut into a rectangular shape with a “hang loop” to allow hanging on a vehicle rear view mirror.</p> <p>Full color on front side and back side OR AS ORDERED IN DESIGN</p> <p>White synthetic paper that supports a secondary thermal transfer print process.</p> <p>The bidder must provide samples of the proposed stock (10 Mils thick), recyclable or biodegradable strongly preferred.</p> <p>Sunfast weather resistant inks</p> <p>Begin numbering with sequence to be provided upon contract award if any.</p> <p>Numbered consecutively on front side.</p> <p>Size, font, color, and location of serial numbers as designed by Agencies.</p> <p>All samples must be voided.</p> <p>Product to be boxed into cartons as follows:</p> <p>Thirty-five pounds (35 lbs.) maximum for each carton</p> <p>Boxes with low number on top and list amounts and serial numbers on carton label</p> <p>Bind booklets in quantities of 25, as ordered.</p> <p>Individual placard format should be banded in quantities of 50 for convenient storage and handling.</p> <p>Written approval of Proof is required prior to any printing.</p> <p>Vendor must also print accessory documents such as instructional inserts, branded envelopes and expiration labels for WILD dealer printers or their own fulfillment purposes.</p>		
2B	<p><b>CUSTOMIZATION:</b> The template products must be compatible with POS applications to be used to insert customized (“validating”) data onto the pass (e.g., expiration date in large font).</p>		
2C	<p><b>HOLES AND PERFORATIONS:</b> A hole must be punched or perforated in the placard where it will hang over the arm of the rear-view mirror that connects to the windshield. The hole must be wide enough to hang on arms up to one inch in diameter. The die-cut or perforation must not interfere with the smooth path of travel of the product through the final customization printer. For passes that will be bound into booklets and not fed through a secondary printer, the hole may be die-cut; otherwise, holes should be perforated.</p> <p>There must be a perforation extending from the edge of the product to the hole.</p> <p>The perforation must not interfere with the smooth path of travel of the product through the final customization printer.</p>		

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2D	<p><b>QUANTITY AND PACKAGING:</b> Vendor must produce approximately 900,000 units of the pre-printed template (product) per year, or more as warranted by demand. The proponent shall print on each document a unique pre-printed sequential serial number.</p> <p>Of this total, approximately 550,000 units/year will be fulfilled by the vendor as described in Exhibit C. The production format may be determined by the vendor, but for bid purposes assume the format needed is individual placard. These passes are sold by the agencies' ecommerce vendors (WA Department of Licensing ("DOL"), State Parks' ("CAMIS") campground reservation system online sales and select private ecommerce sites). These must be banded in quantities of 50 for inventory purposes.</p> <p>Vendor must also produce and distribute approximately 225,000 units/year that must be banded in quantities of 50 for inventory purposes, for distribution to WILD Dealers where they will be sold and customized at POS with EXPIRY DATE .. Media produced for these printers must be in individual placard format for compatibility with the printer. The template pass must be produced in a way that makes it compatible with Point of Service printers that will be used to add customized information (such as EXPIRATION date). For example, the pass must proceed through the paper path without jamming. At this time, the agencies anticipate using the following POS printer OR COMPARABLE, for customizing each pass sold in stores:</p> <p>The E-Class Mark III, made by Datamax-O'Neil,</p> <p>Media produced for these printers must be in individual format for compatibility. They must also contain a notch or alignment (index) mark on the back side for aligning top-of-page with printer. Media (synthetic paper) must be compatible with the above-named printer. Bidder must provide samples of the proposed media.</p> <p>Vendor must also produce and distribute approximately 125,000 units/year bound in booklets of 25 passes, with perforation for easy and clean separation of the product from the bound booklet.. These will be sent to state parks and retail 'booklet dealers' for customization as to EXPIRATION date to be completed at Point-of-Service.</p> <p>The quantities provided above are intended to show relative volumes for different applications requiring varying treatments. The actual number of passes ordered may vary.</p>		
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3	<b>TECHNICAL SPECS FOR FULFILLMENT, WAREHOUSE, CUSTOMER SERVICE AND PERFORMANCE TRACKING SERVICES</b>		
3A	<p><b>FULFILLMENT SERVICES:</b> Approximately 550,000 units/year will be fulfilled by the vendor. These passes are sold by the agencies' ecommerce vendors (WA Department of Licensing, State Parks' campground reservation system online sales, and select private ecommerce sites). A vendor must also offer its own ecommerce solution for the sale of the product, subject to agencies' written approval.</p> <p>Fulfillment includes (without limitation) customization ("validation") of passes as to EXPIRATION DATE, inserting customized pass in envelope (which may include additional optional inserts from the Agencies), sealing, stamping and mailing pre-sort first class, and providing the ability to track when and to where each pass was mailed by customer name or number. Vendor shall provide detailed description of preferred pass production format and method of validation.</p> <p>Vendors must be able to accept and utilize electronic data from various electronic retailers in a standard format. Vendors must be able to qualify for a Shared Data Agreement from the Washington State Department of Licensing. Vendors must reconcile and integrate data into a single database searchable by the Agencies or vendor customer service.</p> <p>A vendor shall be able to fulfill orders within twenty-four (24) hours of its receipt of ordering information, daily on business days. Proponents are encouraged to propose alternative schedules that may be more economical to the Agencies.</p> <p>At least monthly, vendor shall provide reports to Agencies as to the quantity (1) fulfilled for each sales platform, (2) shipped to each location (with serial numbers), (3) stored in warehouse (with serial numbers) and (4) number and percentage of envelopes returned to fulfillment sender.</p>		
3B	<p><b>WAREHOUSE:</b> At agencies' request, Vendor must store unused product at a secure, insured facility.</p>		
3C	<p><b>CUSTOMER SERVICE:</b> Vendor must provide a solution for customers to be able to securely check on the status of a pass that vendor has fulfilled, and vendor must follow-up with customers who do not receive a pass that vendor has fulfilled.</p> <p>Vendor must provide a call center, web-based solution, IVR (telephone) or other solution. The vendor may assume an inquiry rate 500-800 calls and emails per month, depending on the season. Vendor must have dedicated email and phone number for Discover Pass customer service. Proponent shall provide cost details</p>		



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	<p>and their proposed solution(s) to implement and respond to customer inquiries on order status and undeliverable passes. Vendor must provide in a mutually agreeable format a database, spreadsheet or web look-up that can be accessed by the Agencies to enable Agencies to check on the status of every pass that vendor is fulfilling. Vendors may also reissue passes subject to business rules approved by the Agencies (including without limitation) refunds, lost, or stolen, license plate changes, car sold, different dates, incorrect license plate number on Pass, damaged Passes, etc.). With Agencies' approval, vendor shall send a reminder notice to customers one (1) month before pass expiration. The proponent shall explain any services that it may offer in this regard, along with associated costs.</p>		
3D	<p><b>PERFORMANCE TRACKING:</b> Vendor shall provide to the Agencies monthly, without demand, the following reports:  Detailed monthly invoice showing number of passes fulfilled, number of passes shipped to agents but not fulfilled by vendor and fulfillment, postage and any other charges as authorized by contract.  Number of orders received and fulfilled, average time to fulfill by day and by month, passes reissued, customer service stats and other relevant metrics. Enable reporting to sort by expiration dates, zip code, etc.  Vendor shall also provide a way for agencies to query vendor's system directly to ascertain various production and financial data at Agencies' convenience.  Data gathered by or provided to in accordance with any signed contract may only be used for purposes authorized under this agreement, pursuant to Washington state law.</p>		
3E	<p><b>LIQUIDATED DAMAGES AND STIPULATED PENALTIES:</b> In consideration of the difficulty of calculating actual damages in the following situations, the parties agree that vendor will pay to the Agencies upon demand the following stipulated penalties.  Average time to fulfill (monthly basis) in excess of 2 business days. \$500/month.  Failure to transmit accurate reports to agencies by 10th business day of the following month. \$100/delinquent business day.  Failure of call center/web solution to accurately advise at least 95% of customers of the status of their pass. \$500/month.  All calls answered within sixty (60) seconds 90% of the time, all emails answered within 4 business hours 90% of the time. Based on total hold time after fifty-nine seconds times the rate per minute charged by the vendor.</p>		

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	<p>There are no breaches of security that result in personal information of customers being shared with any entity other than the agencies or those approved in writing by the agencies. \$5,000/ affected customer plus costs incurred by the agencies associated with recovering the data and/or protecting the individuals who are at risk from having personal information disseminated.</p> <p>The vendor must ensure that the Agencies are notified immediately (within one hour) of detection of any breach of security; and a detailed report of breach and affected customer(s) records must be provided to the agencies within 24 consecutive hours of the breach.</p>		
<b>4</b>	<b>WASHINGTON STATE DEPARTMENT OF LICENSING - DOL</b>		
4A	<p><b>FILE LAYOUT:</b> The transfer of Data will occur as outlined below. The Parties may modify a file layout by DOL issuing a Memorandum of Understanding (MOU). DOL reserves the right to edit and/or change the File Layout as considered necessary to the functions of DOL, with notice to the Recipient.</p> <p>The Recipient will access Data through the DOL Secure File Transfer (SFT) Service, file type SDT, data provided once daily ***effective April 2023 DOL is migrating to MFT (managed file transfer).</p>		
4B	<p><b>PRIVACY AND SECURITY:</b> The Recipient must have a privacy framework. At a minimum, the framework must include principles and methodologies for identifying and managing privacy risks, including the following.</p> <p>Privacy policy: Declares data is managed as an asset of the organization, and outlines appropriate controls for the protection of data, and Sets an expectation that all personnel will secure, use, and dispose Protected Personal Information in alignment with Recipient’s privacy and security practices, which must collectively align with these Privacy Requirements.</p>		
4C	<p><b>PRIVACY NOTICE:</b> Recipient must have a privacy notice available to inform the public how Recipient gathers, shares, uses, discloses, and manages Protected Personal Information.</p>		
4D	<p><b>INCIDENT RESPONSE PLAN:</b> Recipients are required to have an incident response plan to respond to an Incident or Breach involving Protected Personal Information. At a minimum, the plan is to include:</p> <p>Procedures the Recipient uses to prepare for, detect, respond to, and recover from Incidents or Breaches,          Notification to DOL; and          Notification in accordance with chapter 19.255 RCW or RCW 42.56.590.</p>		

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4E	<p><b>PRIVACY IN SYSTEM DEVELOPMENT, OPERATION AND MAINTENANCE:</b> The Recipient must have and use a process to consider the impacts to the privacy of Protected Personal Information when developing systems, products, new versions of existing products, and services. Commonly known as “privacy by design.”</p>		
4F	<p><b>TRAINING:</b> The Recipient must train its personnel, including contractors, with access to Protected Personal Information on its privacy policy.</p>		
4G	<p><b>DATA SECURITY REQUIREMENTS:</b> OCIO Guidance: Recipient must apply and follow Office of the Chief Information Officer (OCIO) guidance on securing information technology assets standards as provided in Policy141.10 (or as amended) IT Security Assessment: In addition to the audit requirements outlined herein, Recipient is to provide DOL its most recent IT Security Assessment, specific to the systems that store, process, or transmit DOL’s data, with one due at least every three years. Data Minimization: Recipient must have a policy for the retention of Protected Personal Information. Recipient must only retain Protected Personal Information for the duration of time needed to fulfill the Permissible Use for which it was obtained and/or in accordance with agency record retention policies.</p>		
4H	<p><b>DATA AND MEDIA SANITIZATION:</b> Recipient must have a data and media sanitization policy that aligns with current revised NIST SP 800-88 guidelines for media sanitization that includes: Clearing” Protected Personal Information from media once the Protected Personal Information has met the retention policy required in Section 3, Data Minimization. Purging” Protected Personal Information from media when media are reused for purposes within the organization but will not store Protected Personal Information. Destroying” media that stored Protected Personal Information when the media is not going to be reused by the organization. Recipient, unless otherwise required by law, must provide a certificate of Clearing Protected Personal Information, Purging Protected Personal Information from media, or Destroying media storing Protected Personal Information, within thirty (30) days of: Written request by DOL, or Termination of this Agreement.</p>		

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4I	<p><b>DATA SECURITY REQUIREMENTS – HARD COPY RECORDS:</b> All Protected Personal Information in hard copy form must be secured as follows:  Printed copies must be stored in locked containers or storage areas when not in use by authorized persons. Examples include a physically secure workspace, locked cabinets, or vaults. Hard copy documents must never be unattended or in areas accessible to the public.  Hard copy documents containing Protected Personal Information taken outside a secure area must be in the possession of an authorized person, or a trusted courier providing tracking services.  Records must be maintained for all transported hard copies showing the person(s)/courier(s) responsible for such transportation, including the receiving party.  Data Security Requirements- Off Shoring:</p>		
4J	<p><b>OFFSHORING – ELECTRONIC RECORDS:</b> Recipient must maintain the primary, backup, disaster recovery and other sites for processing or storage of Protected Personal Information only from locations in the United States.  Recipient may not, without advance written approval from DOL:</p> <ul style="list-style-type: none"> <li>i. Directly or indirectly (including through Subrecipients) transmit Protected Personal Information outside the United States, or</li> <li>ii. Allow access to Protected Personal Information from outside the United States.</li> </ul>		
4K	<p><b>OFF-SHORING- HARD COPY:</b> Recipient must maintain all hard copies containing Protected Personal Information at locations in the United States.  Recipient may not directly or indirectly (including through Subrecipients) transport any Protected Personal Information outside the United States unless it has advance written approval from DOL.</p>		
4L	<p><b>PERMISSIBLE USE REQUIREMENTS:</b>  Data Use and Training: Recipient must institute and maintain written policies to ensure Protected Personal Information is only used as authorized herein. At a minimum, the policies must address training for all personnel with access to Protected Personal Information. Training must include:</p>		

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	Permissible Use(s) of Protected Personal Information as authorized in the Agreement, Limitations on Permissible Use(s) of Protected Personal Information that prohibit the use of Protected Personal Information for anything other than authorized in the Agreement, Penalties for Breach of Protected Personal Information, and Identifying and reporting an Incident or Breach of Protected Personal Information.		
4M	<b>PERMISSIBLE USE:</b> Recipient must verify its use and disclosure of the Protected Personal Information is in accordance with the Permissible Use(s) established in this Agreement.		
4N	<b>MONITORING PERSONNEL:</b> Recipient must implement administrative, technical, or physical methods to monitor personnel for compliance with the Permissible Use(s) authorized in this Agreement across all business practices. Methods must address monitoring access to, and use of, Protected Personal Information.		
4O	<b>SUBRECIPIENT REQUIREMENTS:</b> The Recipient must apply these Subrecipient Requirements to any Subrecipient that receives Protected Personal Information directly from the Recipient in the following order.		
4P	<b>SUBRECIPIENT POLICY AND PROCEDURES:</b> Prior to disclosing any Protected Personal Information to a Subrecipient, the Recipient must adopt policies and procedures to effectively: a) Implement the controls required in these Subrecipient Requirements, and b) Ensure that all Subrecipients follow all Privacy and Security, Subrecipient and Audit Requirements outlined in this Agreement.		
4Q	<b>REQUIRED VETTING OF SUBRECIPIENTS:</b> Prior to providing Protected Personal Information to any Subrecipient, Recipient must have a process to ensure that the Subrecipient is a Legitimate Business per WAC 308-10-010 and has an authorized Permissible Use according to this Agreement. The recipient has an on-going obligation to ensure. Subrecipients maintain the qualifications allowing them access to Protected Personal Information.		
4R	<b>CONTRACT WITH SUBRECIPIENT:</b> Prior to providing or continuing to provide Protected Personal Information to a Subrecipient, Recipient must have a written		

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<p>contract with the Subrecipient that incorporates this Agreement into the Subrecipient Contract so that the Subrecipient is fully aware of and subject to DOL's requirements when handling and processing Protected Personal Information. Upon request, DOL will provide a sample contract attachment the Recipient can use to satisfy this requirement.</p> <p>The Subrecipient contract must:</p> <ul style="list-style-type: none"><li>a) Include a statement that DOL retains sole and exclusive ownership of the Data. Nothing in the agreement may convey or grant the Subrecipient any ownership interest in the Data,</li><li>b) Inform the Subrecipient its access to Data may be suspended should DOL suspend or limit Recipient's access to or use of Protected Personal Information, and while access is suspended, the Subrecipient must cease from using any Data in its possession,</li><li>c) State the specific Permissible Use(s) of the Data provided to the Subrecipient, with a statement the Data can be used for no other purpose unless otherwise required by law,</li><li>d) Require Recipient be notified when Subrecipient experiences an Incident or Breach, or reasonably believes an Incident or Breach of Protected Personal Information took place, and the Recipient must notify DOL of the Incident or Breach,</li><li>e) Require Subrecipients that annually receive fewer than 5,250 unique individual's records containing Protected Personal Information, to take all reasonable security procedures and practices necessary to prevent the unauthorized disclosure and Misuse of Protected Personal Information,</li><li>f) For Subrecipients that annually receive 5,250 or more unique individual's records containing Protected Personal Information, pass on all Privacy and Security Requirements in Attachment B through to all Subrecipients receiving Protected Personal Information originating from DOL,</li><li>g) For vehicle or vessel owner information, require the Subrecipient to provide notice where appropriate to the vehicle or vessel owner whenever the Subrecipient discloses Protected Personal Information of a vehicle or vessel owner to an Attorney or Private Investigator, and</li><li>h) As applicable, Require the Subrecipient to obtain prior written consent from the Requester before requesting a Driving Record for employment/prospective</li></ul>		
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	employment or volunteer organizations. At a minimum, the consent form must conform to and contain the required content under CONSENT REQUIREMENTS in Attachment A-1 – Data Licensing Statement for Abstract of Driving Records.		
4S	<b>SUBRECIPIENT NON-DISCLOSURE AGREEMENTS:</b> Recipient shall not enter into non-disclosure agreements with Subrecipients that prohibit or bar DOL from knowing who receives Protected Personal Information, and how the Protected Personal Information is used. Additionally, the Recipient shall not enter into a non-disclosure agreement with a Subrecipient preventing DOL from being notified of Breaches, or from accessing all information needed, in DOL's sole discretion, regarding the facts of the Breach.		
4T	<b>LIMITED ACCESS AND USE:</b> Recipient must have controls to limit Subrecipient access to Protected Personal Information for only uses authorized in the Subrecipient contract.		
4U	<b>COMPLIANCE:</b> A. For Subrecipients annually receiving less than 5,250 unique individual's records containing Protected Personal Information, the Recipient must ensure that the Subrecipient take all reasonable actions necessary to prevent the unauthorized disclosure and Misuse of Protected Personal Information. B. For Subrecipients annually receiving 5,250 or more unique individual's records containing Protected Personal Information: a) Recipient must have procedures to regularly audit all Subrecipient(s) for compliance with the requirements in Attachment A – Data Licensing Statement(s). b) Recipient must have procedures to regularly audit all Subrecipient(s) for compliance with the requirements of the Privacy and Security Requirements in Attachment B, as passed through in the Subrecipient's data sharing agreement with the Recipient. Recipients may accept third party audits conducted within the past 12 months. The audits must determine Subrecipient's compliance with the Privacy and Security Requirements when the Subrecipient retains the Protected Personal Information. Nothing herein shall prevent Recipient from requiring that a Subrecipient be responsible for all such costs of an audit. C. If the Recipient finds a Subrecipient to be non-compliant with applicable requirements through the process of conducting audits, it must either: a) Ensure that non-compliance is corrected within a reasonable timeframe, or		

**(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page) - AMENDMENT 1**

	b) Suspend or terminate Subrecipient’s access and use of Protected Personal Information.		
4V	<p><b>SUBRECIPIENT LIST:</b> When requested by DOL, Recipient must provide a list of names, and the respective Permissible Uses, for all the entities defined as Subrecipients and Customers. This list must be provided in Excel format or may be provided in another format at DOL’s discretion, without redactions. The list must be provided within ten (10) business days of written request by DOL, and no less than annually.</p> <p>The list at a minimum, must contain the following information:</p> <ul style="list-style-type: none"> <li>a) Recipient name,</li> <li>b) Date of the list,</li> <li>c) All Subrecipient and Customer names, with their respective trade (doing business as) names,</li> <li>d) Unique ID number for each entity requesting a driving record, as applicable,</li> <li>e) Entity type (e.g., insurance company, employer, transit, governmental, etc., and for vehicle or vessel owner information only, if the entity was an Attorney or Private Investigator),</li> <li>f) If the entity is Offshoring Protected Personal Information, and if so, to where and for what Permissible Use,</li> <li>g) Whether the entity receives and processes Protected Personal Information (versus Recipient processing Protected Personal Information on the entity’s behalf),</li> <li>h) A count of the number of DOL records obtained in the past year, and i) Permissible Use(s) for which records are requested, as authorized in this Agreement.</li> </ul> <p>Recipients must keep the list for a minimum of five (5) years.</p>		
4W	<p><b>SUBRECIPIENT DISQUALIFICATION:</b> If DOL notifies Recipient that it has disqualified a Subrecipient from receiving Protected Personal Information, Recipient must immediately terminate and prevent the Subrecipient’s access and use of Protected Personal Information.</p>		
4X	<p><b>OFFSHORING BY SUBRECIPIENT:</b> Recipient must not allow any Subrecipient to Offshore Protected Personal Information unless Recipient obtains permission for Subrecipient to do so.</p>		



**(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page) - AMENDMENT 1**

5	<b>AUDIT REQUIREMENTS:</b>		
5A	<p><b>AUDIT AUTHORITY:</b> Audits are required when DOL provides Data containing Protected Personal Information, pursuant to RCW 46.22.010.</p> <p>Audit Scope and Criteria:</p> <p>a) Data Security audits will address one or more of the following areas of this Agreement:</p> <ul style="list-style-type: none"> <li>i. Privacy Requirements in Attachment B</li> <li>ii. Data Security Requirements in Attachment B</li> <li>iii. Terms and conditions of this Agreement</li> </ul> <p>b) Permissible Use audits will address one or more of the following areas of this Agreement:</p> <ul style="list-style-type: none"> <li>i. Privacy Requirements in Attachment B</li> <li>ii. Permissible Use Requirements in Attachment B</li> <li>iii. Subrecipient Requirements in Attachment C</li> <li>iv. Terms and conditions of this Agreement</li> </ul> <p>c) Consent form audits will address one or more of the following areas of this Agreement when Recipient obtains Data requiring consent from the named individual.</p> <ul style="list-style-type: none"> <li>i. Data Licensing Statement(s) in Attachment A</li> <li>ii. Subrecipient Requirements in Attachment C</li> </ul>		
5B	<p><b>AUDIT OBJECTIVES:</b> To determine if:</p> <p>a) Recipient has adequate internal controls (policies, procedures, monitoring, etc.) in place to provide reasonable assurance that requirements in scope are achieved.</p> <p>b) The internal controls are operationalized and effective.</p> <p>c) Recipient materially complies with Agreement requirements.</p>		
6			
6A	<p><b>PRIVATE AND PUBLIC PORTAL:</b> fully integrated inventory management system that is integrated with a customizable storefront component. To support the needs of WA State Parks, contractor will build two storefronts. The public portal will provide a platform to sell individual Discover Passes. The private portal will provide a platform to allow WA State Parks to order Discover Pass Booklets. See "portal" for full requirements.</p>		
6B	<p><b>DISCOVER PASS SURVEY:</b></p> <p>Vendor will deploy templated emails to purchasers of Annual and One-Day Discover Passes with a link to the Discover Pass survey. The One-Day Pass</p>		

**(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page) - AMENDMENT 1**

	<p>Parks Survey email will be deployed to the email submitted on the Delivery Method provided on the Discover Pass Portal, 1 day after the “Pass Date Use” date.</p> <p>The Annual Pass Parks Survey email will be deployed to the email submitted on the Delivery Method provided on the Discover Pass Portal 40 days from purchasing the Annual Discover Pass. The email will include the proper messaging to allow users to opt-out of receiving the Parks Survey email.</p> <p>The vendor will need to retain the Opt-Out file and suppress One-Day Parks Survey and Annual Pass Survey customers based on Opt-Out submission email field. There is a limit of 1 email per order for Annual Pass, meaning if customer orders 5 Annual Passes in one order, only one email will be sent.</p> <p>If someone purchases multiple One-Day Passes in one order or multiple orders, an email will be deployed 1 day after the date used for each (unless they have opted out).</p> <p>Emails will continue to be sent as necessary until a person opts out or business rules change, but there will not be any repeat emails per transaction. i.e., Vendor won't send email on Jan 1 and then send the same email every two weeks, etc.</p>		
7	<p>Vendor will develop a process that allows for the submission of both electronic and hardcopy Volunteer Vouchers and mailing of a complimentary annual Discover Pass. Solution must include:</p> <ul style="list-style-type: none"> <li>• Confirmation that at least 24 hours were worked and that all hours were earned within a 12-month period.</li> <li>• The volunteer does not have a current complimentary pass. <ul style="list-style-type: none"> <li>○ If the volunteer has a current complimentary pass, the new pass will be issued the month the current pass expires.</li> </ul> </li> <li>• Tracking of all passes issued, including pass number and recipient contact information.</li> <li>• Reporting available at the request of State Parks, DNR, or WDFW that includes details on the number of passes issued, contact information, and serial numbers.</li> <li>• Retention of all records associated with the Volunteer Program according to state retention requirements.</li> </ul>		

8.4 (APPENDIX D) – PRICING PAGE (MUST BE LEGIBLE)

**RFP 123-517 WASHINGTON STATE DISCOVER PASS  
FOR PRODUCTION, FULFILLMENT AND ECOMMERCE**

Proposals submitted in response to this RFP must be received as to date, time and location as shown on the cover of the RFP, or as amended in writing by WSPRC. Summarize prices below and attach a separate page showing the calculation of prices and all assumptions used. Bidders must bid on all services. Show all charges to agencies for production and/or fulfillment based upon the annual volume estimated herein. Bids may be submitted on an alternate form provided that all information below is included.

I/We hereby submit a proposal for the services identified below:

- \_\_\_\_\_ 1) This proposal is for **Production FULFILLMENT, WAREHOUSING, CUSTOMER SERVICE & PERFORMANCE TRACKING FOR THE DISCOVER PASS AND ECOMMERCE PROGRAMS** (including the terms and conditions of RFP and *Appendix C (3) Technical Specifications* for Fulfillment, Warehouse, Customer Service and Performance Tracking Services and elsewhere as applies to Production, Fulfillment, Warehousing, Customer Service and Performance Tracking Services for the Discover Pass Program (approx. 900,000 units/year). Must submit *Appendix D: Discover Pass Pricing Page* for Fulfillment, Warehousing, Customer Service & Performance Tracking, and eCommerce.

I certify that I am authorized to bind the company below to the prices shown herein for the Scope of Work required in the Production, Fulfillment, and eCommerce services for RFP 123-517.

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

Printed name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email address: \_\_\_\_\_

**Continue on the next page**

**RFP 123-517 WASHINGTON STATE PARKS AND RECREATION COMMISSION**  
**DISCOVER PASS PRICING PAGE FOR PRINTING/PRODUCTION**

**Bidder/Proponent (company name:)** \_\_\_\_\_

Front:	Full <u>color</u>	Four <u>color</u>	Two <u>color</u>
Back:	Full color	Two color	Two color

**PRODUCTION SERVICES:**

**1) 775,000 individual placards per Technical Specifications for Printing, Appendix C-1**

Print Vertical (4.0" wide by 8.5" tall)

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

**2) 125,000 placards bound in booklets per Technical Specifications for Printing, Appendix C-1 (1 booklet of 25)**

Print Vertical (4.0" wide by 10.25" tall)\*\*

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

\*\* Height includes extra 11.75' inches material for stapling and a stub for Parks employees to retain

1.) Cost to print 550,000 branded envelopes and instructional inserts per year.

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

2.) Cost to produce 775,000 thermal transfer labels with security uv and eyemark (3.5" x 1" with radius corners)

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Continue on the next page**

**Printing/Production Certifications:**

1) Name of material to be printed upon: \_\_\_\_\_

2) URL for product specifications: \_\_\_\_\_

3) Does bid include 1" diameter hole? \_\_\_\_\_

4) Does bid include perforations from edge to the hole and between each placard for clean separation? \_\_\_\_\_

5) What is the thickness of the material (in mils)? \_\_\_\_\_

6) Will product accept secondary thermal printing? \_\_\_\_\_

7) Will inks used be sunfast & weather-resistant? \_\_\_\_\_

8) Is proposed material recyclable? \_\_\_\_\_

9) Is proposed material biodegradable? \_\_\_\_\_

10) Is sample material provided for product and compatibility testing? (Requested size is 4" wide by 85" long.) \_\_\_\_\_

11) Are there any other costs anticipated for the provision of the services required in the RFP? If so, attach additional pages labeled Appendix D- Printing/Production continued. \_\_\_\_\_

12) Are there any suggestions for reducing the cost of the services required? If so, attach additional pages labeled Appendix D- Printing/Production continued. \_\_\_\_\_

13.) Are there any additional formats suggested? If so, attach additional pages labelled Appendix D.

**RFP 123-517 WASHINGTON STATE PARKS AND RECREATION COMMISSION  
DISCOVER PASS PRICING PAGE FOR  
FULFILLMENT, WAREHOUSING, CUSTOMER SERVICE & PERFORMANCE TRACKING**

Bidder/Proponent (company name:)

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**FULFILLMENT**

1) Cost to fulfill 550,000 placards/year, excluding postage.

(A) Assume fulfillment every business day \$

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(B) Assume fulfillment every-other business day \$

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2) Bidder must provide detailed breakdown of costs for addressing, envelope, and all other steps on separate page(s). Is breakdown attached?  

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3) What is the printing method that fulfillment vendor plans to use for customization of expiration dates on passes?  

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4) What is the media format needed by fulfillment vendor for customizing/validating passes (i.e. fan-fold, rolled, single blanks, etc.):  

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**WAREHOUSING**

5) Cost to store, per pallet per month \$

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**CUSTOMER SERVICE**

6) Cost to agencies/year (assume approx.150 inquiries/wk) \$

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7) Proposed methodology (call center, web, IVR), provide detail on separate page: \$

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**Continue on the next page**

**PERFORMANCE TRACKING**

8) Cost, if any, for required reporting: \$ \_\_\_\_\_

Ecommerce Solution \$ \_\_\_\_\_

9) Cost, if any, for required eCommerce solution:

**MISCELLANEOUS**

10) Are there any other costs anticipated for the provision of the services required in the RFP? If so, attach additional pages labeled Appendix D Fulfillment continued. \_\_\_\_\_

11) Are there any suggestions for reducing the cost of the services required by revising the work processes? If so, attach additional pages labeled Appendix D Fulfillment continued. \_\_\_\_\_

**RFP 123-517 WASHINGTON STATE PARKS AND RECREATION COMMISSION**  
**DISCOVER PASS PRICING PAGE FOR ECOMMERCE**

**Bidder/Proponent (company name:)** \_\_\_\_\_

**ECOMMERCE**

- |    |   |          |
|----|---|----------|
| 1) | Marketing and Promotion services                | \$ _____ |
| 2) | Production costs per item                       | \$ _____ |
| 3) | Fulfillment and Shipping                        | \$ _____ |
| 4) | inventory management and print-on-demand set-up | \$ _____ |
| 5) | Branded Portal.                                 | \$ _____ |
| 6) | Storage of 4-8 different SKUs                   | \$ _____ |
| 7) | Customer Services for Order Status              | \$ _____ |