



WASHINGTON STATE PARKS AND RECREATION COMMISSION
REQUEST FOR BID RESPONSES



RFP 123-517 DISCOVER PASS PRODUCTION, FULFILLMENT AND ECOMMERCE

BRIEF DESCRIPTION: The Washington State Parks and Recreation Commission (WSPRC or State Parks) on behalf of State Parks, the Department of Natural Resources DNR) and the Washington Department of Fish and Wildlife (WDFW) is seeking proposals from qualified firms to produce and fulfill electronic orders for the statewide access pass to Washington state recreation lands as well as the production and fulfillment of select eCommerce items. Such as drinkware, apparel, hats/beanies, stickers, outdoor accessories and other marketing and promotional materials"

Bids are due: Wednesday, November 15th, 2023, 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 4.1 – Submission of Responses for expanded details.

• See also §4 Responses – Preparation and Submission requirements	• See also §3.1 CHECKLIST of required submittals
• See also §4.1 Submission of Responses	•

Procurement Coordinator: Manuel Iglesias, contracts@parks.wa.gov

Email Inquiries to: contracts@parks.wa.gov

- See also (special communication instructions) §1.9, §1.10, §1.11.

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. Copies of this solicitation may be made available to bidders by other means and may be used at the bidder’s discretion. Notification of any RFP addenda, amendments or Bidders’ questions-&-answers will only be provided to those bidders who have registered with WEBS and have downloaded the solicitation from WEBS. Failure to do so may result in a Bidder having incomplete, inaccurate, or otherwise inadequate information.

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

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

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1 SUMMARY OF OPPORTUNITY

1.1 ACQUISITION AUTHORITY

The Discover Pass is an essential requirement for any motor vehicle to park or operate on recreation sites or lands managed by the State Parks and Recreation Commission, the Department of Natural Resources, and the Department of Fish and Wildlife in Washington state. This pass was created under the authority of RCW 79A.80.020, and its enforcement ensures that visitors have access to the state's diverse natural and recreational resources.

In pursuit of this goal, State Parks is seeking a competent contractor to produce and fulfill electronic orders for the statewide access pass. State Parks confirms neither Department of Enterprise Services nor Correctional Industries can supply these items. This contractor will also produce and fulfill electronic orders for select WSPRC eCommerce items.

1.2 INTRODUCTION

The Washington State Parks and Recreation Commission (WSPRC or State Parks) is seeking a qualified supplier to oversee the production and fulfillment of electronic orders for the Discover Pass, a statewide access pass to Washington state recreation lands as well as the production and fulfillment of select WSPRC eCommerce items.

The Discover Pass is a placard that hangs from the rear-view mirror of an automobile. It is sold across multiple sales channels in varying formats. Some passes are sold in bound booklets, while others will be sold from a continuous fan-fold fed printer. The fulfillment vendor may have its own fulfillment format. Detailed technical specifications for each of the services sought are provided in the **Technical Specifications (Appendix C)** of the RFP.

This document contains specifications and drawings in the Appendices and Exhibits section. As a very high overview, WSPRC needs:

- Production services will print approximately 900,000 passes per year on synthetic paper and process them into fanfold and booklet formats, with some stock shipped to vendors, distributors, and state agencies and the rest warehoused securely.
- The vendor will provide fulfillment, warehouse, customer service, and performance tracking services for pass validation, mailing and tracking, pass replacement, and reminder notices, as well as storing unsold passes and producing canned reports, while reporting monthly on its performance. Additionally, the vendor will provide an online portal in which orders for both annual and one-day passes can be sold.
- The vendor will provide eCommerce fulfillment services to ensure timely delivery of products. Products must be warehoused until ready for shipment. High-quality packaging and efficient processing for our clients is required.

Proposals will be evaluated based upon factors that include but are not limited to: Technical Specifications, Pricing, Plan, Experience and Expertise, Certified veteran-owned and/or Washington small business, and References. See Section 3 Responses – Required Content, Format and Scoring.

To the extent reasonable, WSPRC intends to include qualified firms with expertise in the category of work that are certified diverse businesses. Diverse businesses are defined as; small business, microbusiness, mini-business, minority owned business (MBE), and women owned business (WBE), as defined in RCW 39.26.010 and veteran-owned businesses as defined in RCW 43.60A.010.

All submitting firms are encouraged to register in Washington's Electronic Business Solution Application (WEBS) at:

<http://www.des.wa.gov/services/ContractingPurchasing/Business/BidOpportunities/Pages/bidNotification.aspx>. WEBS is the system of record for this competition.

Bidder must be registered to do business in the state of Washington (hold a Universal Business Identifier (UBI)).

Bids Received Electronically:

The Bidder's bid response will only be received electronically by email/email attachment. WSPRC has set up a special email address **solely** for the receipt of bid responses.

Any communication other than the actual bid response to this special email address will be **ignored**.

Should you need to contact WSPRC, you must do so through the appropriate email address set up for communication and use the proper email subject line. See Section 1.9 – Communication Regarding This Competition.

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

1.3 TERM

The initial contract term is five (5) years with the option for State Parks to renew for up to five (5) additional one-year terms as allowed by law, subject to performance by the vendor that is determined by State Parks to be satisfactory.

1.4 COMPLIANCE

Bidders must respond to the terms and conditions of this RFP in order for proposals to be compared and evaluated on a common scope of work. However, Bidders are encouraged to propose alternative concepts that meet the intent and objectives outlined in the RFP.

Alternative Concepts

The purpose of this section is to solicit alternative concepts that potential bidders may propose to the services outlined in this RFP. Bidders are encouraged to provide innovative suggestions that align with the project's objectives and requirements. *The inclusion of alternative concepts will not adversely impact the evaluation of the proposal.*

Bidders may choose to submit one or more concept proposals, detailing the following:

1. A clear description of the proposed concept.
2. How the proposed concept addresses the project's goals and requirements.
3. Any potential benefits or advantages of the proposed concept.
4. Estimated costs, timelines, and resources required for the proposed concept.

Please note that all proposed concepts should be relevant to the scope of work and project objectives. Any additional information provided should be clearly labeled and separated from the main proposal.

Bidders are not required to submit alternative concepts, and the evaluation process will be conducted impartially. The alternative concept proposal will only be considered alongside the winning proposal to avoid interference with the scoring of the main proposal.

Bidders should clearly label their submissions as "Alternative Concepts" and include them as separate sections within the proposal document. Each proposed alternative concept should be clearly marked and addressed according to the outlined format.

By providing the opportunity for alternative concepts, we aim to foster creative thinking and innovative approaches to fulfilling the project's objectives.

1.5 FINANCIAL

State Parks shall pay amounts not to exceed pricing listed in the winning proposal and subsequent contract, if any, for the performance of all things necessary for or incidental to the performance of work as set forth herein.

All price quotes will remain firm and fixed for the first term of any contract awarded. In the event of an industry-wide price increase, the contractor may request in writing a price adjustment.

1.6 BUSINESS OBJECTIVE

Three Washington state government agencies – the Washington State Parks and Recreation Commission, the Department of Natural Resources, and the Department of Fish & Wildlife – seek a vendor to produce and fulfill demand for a colorful, durable, vehicle access pass in the form of a hangtag that hangs from an automobile rear-view mirror. The document is created in state law at RCW 79A.80 and is known as the 'Discover Pass.' Additional information about the Discover Pass is located at www.discoverpass.wa.gov.

The Discover Pass design is a mass-produced template in full -color that allows for customization with a small amount of variable data including an expiration date entered at the Point-Of-Service (POS) and room for two license plate numbers. The recent volume of total production has been approximately 900,000 documents per year.

Washington State Parks and Recreation Commission seeks a vendor to also produce, store, and fulfill select eCommerce items for sale to the public.

This Request of Proposal (RFP) solicits a proponent who will provide the following services:

- A. **PRODUCTION SERVICES**, including printing of the pass template(s) in quantities totaling approximately 900,000 units/year printed on a synthetic paper that meets program objectives. Printed passes will need to be further processed in a combination of fan-fold and booklet formats; see **Technical Specifications (Appendix C)** for details.

Some of the stock will be shipped and fulfilled by the fulfillment vendor, some will be shipped to various distributors and the rest may be warehoused by the fulfillment vendor in a secure and insured facility. Printed quantities must always be sufficient to ensure a steady supply of passes for fulfillment by all providers throughout the year. (See **Exhibit C** for approximate monthly volumes.) The template will be customized ("validated") by each distributor at their respective Point of Service.

- B. **FULFILLMENT, WAREHOUSE, CUSTOMER SERVICE AND PERFORMANCE TRACKING SERVICES**, including validating (printing expiration date), mailing (and tracking of) passes via downloaded electronic customer data provided daily by the State of Washington and others, advising customers of the status of ordered passes, replacing passes lost in the mail per agency replacement policy, sending reminder notices to owners of expiring passes, storing unsold passes, and producing various canned reports for the agencies. Vendor will develop key performance indicators and report monthly on its success in providing customer service.

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- C. **ECOMMERCE FULFILLMENT SERVICES:** The fulfillment services provider should have a robust inventory management system in place and offer value-added services such as customization or assembly. They should work with reputable shipping carriers and have a clear policy for returns and exchanges. Reporting and analytics should be provided for order fulfillment and shipping performance. Pricing should be transparent with no hidden fees or additional costs. Experience fulfilling orders for businesses in our industry or selling similar products should be demonstrated through references or case studies. The estimated turnaround time for order processing and shipping should meet our requirements. Samples of products to be provided as part of the contract.

1.7 BACKGROUND INFORMATION

In 2013 Washington State enacted Procurement Reform under the authority of RCW 39.26. Procurement Reform employs a risk mitigation strategy, one of which is limiting monetary exposure to a dollar value. Currently WSPRC had delegated authority for the Discover Pass in the amount of \$7 million for the contract term.” The resulting contract will be structured to ensure the WSPRC does not exceed the \$7 million dollar threshold for the over the life of the contract.

1.8 PREBID CONFERENCE

Bidders are invited to attend a prebid conference where the Bidder may ask questions, seek clarifications, and request changes to the competition document.

The Prebid conference meeting will be conducted virtually via Microsoft TEAMS.

Bidders interested in joining the prebid conference must RSVP to contracts@parks.wa.gov no later than **Tuesday, October 3, 2023**. The email subject line must include 123-517 RSVP.

Example email subject line: 123-517 RSVP

The following day we will send out a meeting request (with hyperlink) to the email address that you used to RSVP. Attendees should not display video and keep their microphone muted if not talking.

Only WSPRC responses posted on Washington Electronic Business Solutions (WEBS) are deemed official. All other WSPRC communication whether it be verbal or in writing are deemed unofficial and nonbinding.

If for some reason this conference fails, if you were unable to ask a question, or if you want to ask a question, simply send in the question before 3PM (PST) the same day. WSPRC will review the questions and using our discretion, responses if any, will be posted on WEBS (State of Washington’s bid notification system).

WSPRC accepts no responsibility for the quality of the prebid conference, technological difficulties, or failure to participate in the conference.

1.9 COMMUNICATION REGARDING THIS COMPETITION

All communication should be directed to the WSPRC Contracts, Grants, and Procurement Office (CGP), specifically the Procurement Coordinator using the email address both of which are listed on the face page.

Bidders should not contact any other WSPRC staff about this competition and the failure to do so may result in your bid response being disqualified and rejected.

Only WSPRC responses posted on Washington Electronic Business Solutions (WEBS) are deemed official. All other WSPRC communication whether it be verbal or in writing are deemed unofficial and nonbinding.

Special Communication Instructions: Some sections in this competition contain additional communication instructions. Bidder's failing to communicate as instructed may result in the communication being missed or misunderstood, and/or not considered.

- Prebid Conference (Section 1.8)
- Question and Answer Period (Section 1.10)
- Complaint Period (Section 1.11)
- Submitting the Bid Response (Section 4.1)
- Procurement Records Disclosure (Section 6.2)
- Debriefing of Bidders (Section 6.3, 6.3.1)
- Protests (Section 6.4, 6.4.3)

1.10 QUESTION AND ANSWER PERIOD:

- Bidders may ask questions, seek clarifications or changes at any time, however, the WSPRC needs time to formulate a response and post the response on WEBS. Responses must occur well before the bid's due date deadline so that Bidders can digest the information and author a bid response.
- Final day for questions that may receive a formal answer response via WEBS is: See Section 1.12 – Procurement Schedule: **Question Period** or **Prebid Conference**.
- Send Questions to: contracts@parks.wa.gov
- Subject line must include the bids identification number and "Question." See the first page or footer for the bid's identification number.

Example email subject line: 123-517 Question

- Responses, if any, will be posted on WEBS (State of Washington's bid notification system).
- SPECIAL NOTE: Only responses posted on WEBS are deemed official. All other communication, whether it be verbal or in writing are deemed unofficial and nonbinding.

1.11 COMPLAINT PERIOD:

- Bidders should first attempt to address and resolve any concerns during the Question-and-Answer period. Should a Complaint be warranted, please see below.
- The Complaints Period is: See Section 1.12 – Procurement Schedule. Complaints received before and after this period will not be considered.
- Send Complaints to: contracts@parks.wa.gov
- Subject line must include the bids identification number and "Complaint." See the first page or footer for the bid's identification number. Bidder's failing to mark the Complaint as instructed may result in the communication being missed or misunderstood as something other than a Complaint, and the Bidder forgo their Complaint.

Example email subject line: 123-517 Complaint
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- Responses, if any, will be posted on WEBS (State of Washington's bid notification system).

- **SPECIAL NOTE:** Only responses posted on WEBS are deemed official. All other communication, whether it be verbal or in writing, are deemed unofficial and nonbinding.

Bidders submitting complaints shall follow the procedures described in this section. Complaints that do not follow these procedures shall not be considered.

All complaints must be in writing and sent to the Procurement Coordinator before the deadline, to the email address, and using the proper subject line.

The complaint must state the basis for the complaint and a proposed 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.

1.12 PROCUREMENT SCHEDULE:

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

Activity	Due Dates	Time
RSVP Prebid Conference	10/03/2023 See additional details in Section 1.8 – Prebid Conference.	NA
Prebid Conference	10/05/2023 See additional details in Section 1.8 – Prebid Conference	10:30AM-11:30AM PST
Question Period	09/11/2023 – 10/13/2023 See additional details in Section 1.10 – Question and Answer Period.	NA
Answer Period	10/16/2023 – 10/27/2023 , anticipated but may take longer. All Answer Responses will be posted on WEBS. See Section 1.10 – Question and Answer Period	
Complaint Period	10/30/2023 – 11/06/2023 See additional details in Section 1.11 – Complaint Period. Complaints received before or after the Complaint period will not be considered.	NA
Bidder's Response – Deadline	11/15/2023 See also: Section 4 - Responses - Preparation and Submission Requirements. See also Section 3.1 CHECKLIST OF REQUIRED MATERIALS	1:00PM
Oral Presentations (if needed)	Oral presentations, if considered necessary by State Parks, may be utilized in selecting the winning response. See also Section 5.5 Oral Presentations may be required.	
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 6.1 – 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 6.3 – 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 6.4 - Protests

2 SPECIAL TERMS

2.1 PAYMENT

Payment shall be based on goods and services provided. No payment shall be made for non-designated goods or services. Payment will be made only after proper documentation and invoicing has been provided to the Agency. In accordance with Washington’s Constitution Article 8, Section five, while progress payments are allowed, under no circumstances will payment be made prior to the work (or for progress work) being rendered, completed, delivered, and acceptable. This condition includes terms like deposits, security deposits, and the like.

2.2 BUSINESS STRUCTURE & EMPLOYEES (COMPLIANCE WITH LAW)

During bid response evaluation and/or prior to contract execution and/or during the life of the contract, the Washington State Parks and Recreation Commission (WSPRC) may require your firm to provide proof, satisfactory to WSPRC, that your firm is a legally licensed business entity and is compliant with all business and employee related laws and regulations, including but not limited to, taxes, licenses, employee insurance, not debarred, etc. WSPRC reserves the right and may contact any person, business, agency, database system it deems necessary to validate compliance. Further, WSPRC may require your firm to provide information, acceptable to WSPRC, that verifies and validates business structure and/or the employment status for anyone appearing to be working on behalf of this contract. Failure to provide the required information in a timely manner may result in your bid response being rejected or your contract terminated. If your firm is found to be out of compliance with business and/or employee related laws or regulations or is otherwise a violator of these law and regulations it may result in your bid response being rejected or your contract terminated. Note: Information is readily available from the Department of Revenue, Labor and Industries, Secretary of State, and Employment Security Department, however named.

2.3 CAUTION: THE RESULTING CONTRACT AND ITS TERMS AND CONDITIONS

Near the end of the competition document a sample contract is provided to help the Bidder better understand State Parks’ typical terms and conditions (usually in the form of a boilerplate). Any resulting contract (even if different in appearance) will include the terms, conditions, and boilerplate. The Bidder should review the sample contract, determine what is its risk and its desired reward and bid a rate(s) accordingly.

On occasion, Bidders that are selected for contract (Apparent Successful Bidders or ASB), try to negotiate away one or more of the State Parks terms and conditions. Bidders are cautioned that negotiation of this type will likely not be entertained. Bidders are cautioned to form a bid response that takes into account all risks and bid accordingly.

2.4 GENERAL AND TECHNICAL SPECIFICATIONS

The Discover Pass is a car placard that is typically suspended from the rear-view mirror. The pass is available for purchase through various sales channels and can come in different formats, such as bound booklets or continuous fan-fold fed printers. Additionally, the Fulfillment Vendor may have its own unique fulfillment format for the passes.

ORGANIZATIONAL TARGET

- a) **PRODUCTION SERVICES**: Seeking production services for printing, processing, and distributing approximately 900,000 yearly units of a customizable pass template on synthetic paper, ensuring steady supply for fulfillment by providers and customization by distributors at Points of Service
- b) **FULFILLMENT WAREHOUSE, CUSTOMER SERVICE AND PERFORMANCE TRACKING SERVICES**: Looking for fulfillment warehouse services that include pass validation, mailing with tracking, customer status updates, pass replacement, reminder notices, pass storage, and reporting based on daily electronic customer data, with monthly reporting of key performance indicators for customer service.
- c) **ECOMMERCE FULFILLMENT SERVICES**: Seeking ecommerce fulfillment services with robust inventory management, value-added options, reliable shipping carriers, clear returns policy, comprehensive reporting and analytics, transparent pricing, demonstrated industry experience, and efficient order processing and shipping turnaround.

Detailed technical specifications for each of the services sought are provided in ***Technical Specifications (Appendix C)*** of the RFP.

3 RESPONSES - REQUIRED CONTENT, FORMAT, AND SCORING:

3.1 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.

Table explained: The Table below identifies what Submittals the Bidder must provide to WSPRC in the Bidder's Bid Response and also acts as a Checklist so that the Bidder does not forget to include required material in the Bid Response. *In some cases, the WSPRC has provided a form for this purpose but if no form is provided the Bidder must "self-author" a response to meet this Submittal condition.* The Table also states if the Submittal will be Scored by points or scored as Pass/Fail. The Table also provides a nonexclusive courtesy Reference linking the Submittal to other areas of the document.

#	Submittal	Scored or Pass/Fail	Reference Within This Document (some, not all)	Bidder Mark if Provided (failure to provide as instructed may result in bid rejection)
1	Certifications (form provided, must be signed)	P/F	Appendix A, Section 3.2	
2	Bidder Profile (form provided)	P/F	Appendix B, Section 3.3	
3	Competition Amendments (if any)	See amendment for details	Section 7.3, Section 3.4	
4	Technical Specifications (form provided)	P/F	Appendix C, Section 3.5	
5	Pricing Page (form provided)	Up to 50 points	Appendix D, Section 3.6	
6	Plan for Operation (self-authored)	Up to 20 points	Appendix E, Section 3.7	
7	Experience and Expertise (self-authored)	Up to 20 points	Appendix F, Section 3.8	
8	OMWBE/ Small & Veteran Owned Certification (self-authored)	10 points	Appendix G, Section 3.9	
9	References (form provided)	P/F	Appendix H, Section 3.10	

3.2 (APPENDIX A) – CERTIFICATIONS, ASSURANCES, AND WAIVER

A FORM is provided for this part of your bid response. See (APPENDIX A – CERTIFICATIONS, 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 – Certifications is evaluated on a pass/fail basis.

Must be signed with wet-ink signature (pen to paper).

3.3 (APPENDIX B) – BIDDER PROFILE

A FORM is provided for this part of your bid response. See (APPENDIX B – Bidder Profile. Bidder Profile provides general information concerning the Bidder and/or its corporate entity.

It is important to fully read the Bidder Profile as there may be additional pages that the Bidder may have to self-author and attach depending on the Bidder's response.

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

3.4 COMPETITION AMENDMENTS (IF ANY)

As explained in Section 7.3 – Amendments to the Competition, WSPRC may need to amend this competition. Any competition amendment will be posted on WEBS under this competition number.

Competition Amendments may be simply informational, extend the competition's bid due date, add/delete/modify language of the competition document or an earlier-in-time competition amendment, it may fully revise and replace the competition document, or may be responses to Questions or Complaints, etc. The competition amendment may need to be signed. It may direct the Bidder to include other documents that are self-authored by the Bidder.

It is important the Bidder follow the instructions stated in the competition amendment, failure to do so may result in bid disqualification and rejection.

Depending on the instructions and directions, the result may be scored or pass/fail.

3.5 (APPENDIX C) – TECHNICAL SPECIFICATIONS

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

Check if as Specified: Bidder if your bid to produce and fulfill electronic orders and eCommerce fulfillment for the statewide access pass 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 with reference to 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.

Appendix C – Technical Specifications must have every line completed and is evaluated on a pass/fail basis.

3.6 (APPENDIX D) – PRICING PAGE

A FORM is provided for this part of your bid response. See (APPENDIX D – Price Sheet).

The Price Page is segmented by services. Show all charges to agencies for production and/or fulfillment and any other costs based upon the annual volume estimated herein.

All costs rolled in, except tax: Bidder your price must factor in all cost drivers, such as but not limited to: Shipping, packaging, etc. The only thing you should not include in the unit price is the sales tax. Washington State government agencies DO PAY sales tax.

All-or-nothing: The Bidder may bid on all services.

This part of the bid response is **scored up to 50 points**.

3.7 (APPENDIX E) – PLAN FOR OPERATION

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

- **Title this “3.7 Plan for Operation”.**

The bidder shall present a methodology for performing the terms and conditions of the RFP. Respond point-by-point in accordance with the General and Technical Specifications presented in the RFP. State Parks have special interest in vendor’s ability to reduce fraud or forgery by photocopying or other technologies.

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

3.8 (APPENDIX F) – EXPERIENCE AND EXPERTISE

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

- **Title this “3.8 Experience and Expertise”.**

Please provide detailed information about your company's experience in producing and fulfilling electronic orders and handling eCommerce fulfillment for access passes or similar products. WSPRC is particularly interested in your experience with such contracts, including your ability to provide solutions to unforeseen problems rather than simply fulfilling the terms of the RFP. Additionally, demonstrate your experience in handling confidential or proprietary data. Please note that the awarded vendor will be required to enter into a security Shared Data Agreement with the Washington Department of Licensing.

In your response, please address the following:

- Describe your experience in producing, fulfilling, and handling passes, similar products, or eCommerce items according to the specifications outlined in the project.
- Explain your experience working with government entities, as governmental processes and regulations often differ from those in the private sector. It is important to demonstrate your familiarity with and ability to handle the additional requirements associated with government contracts.

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

3.9 (APPENDIX G) – OMWBE/ SMALL & VETERAN OWNED CERTIFICATION

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

- **Title this “3.9 OMWBE/Small & Veteran Owned 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 to awarded bidders.

Include proof of certification issued by the Washington State Office of Minority and Women’s Business Enterprises and/or Washington State Certified Small Business and/or Certified Veteran-Owned Businesses and/or Washington Electronic Business Solution (WEBS).

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

3.10 (APPENDIX H) - REFERENCES

A FORM is provided for this part of your bid response. See (APPENDIX H – REFERENCES).

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

Bidder must provide at least **FIVE (5) Reference WITH FRESH ACTIVITY** (approximately within 365 days of the competition’s posting date).

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

The objective of references is to gage the Responsibility of the bidder. WSPRC 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.

This part of the bid response and this objective is scored pass/fail.

4 RESPONSES - PREPARATION AND SUBMISSION REQUIREMENTS

4.1 SUBMISSION OF RESPONSES

Responses are due on: **See Face-page for exact details.**

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

For purposes of this competition document WSPRC is accepting a PDF scan (or similar representation) of the Bidder's wet-ink signature when and where a signature is required. **For clarity:** Print out the competition document, review it, include any other required document(s), complete where necessary, sign where you need to sign with a pen onto the paper, when you believe your bid response is ready to be submitted to WSPRC, **scan it as a PDF** file and attach the file to your business email and send it to WSPRC. See also, Appendix A – Certification, Assurances, and Waiver, subsection O.

It is WSPRC's expectation that the Bidder's bid response email will contain an attachment with all of the required documents scanned as a PDF, including any required signatures.

Bidders are required to submit the bid response electronically by email/email attachment to the address below.

Send you bid response to: BidBox@parks.wa.gov.

- Subject line should include the bid's identification number, "Bid" and Company name.

Example email subject line: **123-517 Bid ACME**

Example email subject line: **123-517 Bid John Smith Construction**

Example email subject line: **123-517 Bid Microsoft**

Late responses will not be accepted and will be automatically disqualified from further consideration. All responses and any accompanying documentation become the property of State Parks and will not be returned.

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. ---

VERIFICATION: Bidders are welcome to contact the State Parks Contracts, Grants, and Procurement 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. Bidders should give CGP at least a day to notice your verification request and respond. Send verification requests to:

contracts@parks.wa.gov

and in the subject line use "VERIFICATION" and the competition's number identifier (see face-page for the competition number).

4.2 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 EVALUATION AND AWARD

5.1 DETERMINATION OF RESPONSIVENESS

All Responses received by the stated deadline will first be reviewed by the Procurement Coordinator to ensure that the Responses 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.

WSPRC reserves the right to: (1) Waive any informality (WSPRC 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.

5.1.1 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 WSPRC to correct evaluation process errors and problems before a contract is executed.

WSPRC will perform a preliminary evaluation which is largely procedural. See Section 5.4.1 - Preliminary Evaluation (Procedural) and all of this section's subparts.

If WSPRC determines that a bid or Bidder must be rejected under 5.4.1 and/or subparts, WSPRC will send a rejection notification to the email address provided by the Bidder in the Bidder Profile form (Appendix B). WSPRC 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.

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- 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.

Example email subject line: 123-517 Rejection
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- The Bidder must explain how and why WSPRC erred in rejecting the Bidder's bid under Section 5.4.1 - Preliminary Evaluation (Procedural).

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

The process detailed in this section (Section 5.1.1), 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 6.3 – Debriefing of Bidders and Section 6.4 – Protests for expanded details about the process and what WSPRC will recognize as legitimate.

5.2 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. WSPRC 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.

5.3 EVALUATION OF COMPLETION BY DATE

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

5.4 EVALUATION STEPS

5.4.1 Preliminary Evaluation (Procedural)

- a) Did the bid response arrive by the due date (deadline) to the proper location? Pass/Fail.
- b) Did the Bidder, on behalf of the Bidder's Firm, appear to bind the company to the commitment of the competition (manifestation of assent)? Pass/Fail. Acceptable manifestations of assent may include:
 - Is the bid signed by an individual (a person and NOT a group or team)) 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.

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- d) Does the Bidder appear to accept the WSPRC terms and conditions without reservation? Pass/Fail.
 - e) Does the Bidder, under penalty of perjury, certify it is not a Wage violator (see Certification - Wage Theft Prevention)? Pass/Fail.
 - f) Does the Bidder, under penalty of perjury, certify it supports worker's rights (see Certification - Supporting Workers' Rights)? Pass/Fail.
 - g) If submittals were required, were the submittals provided and do they appear to be complete so that the bid could be compared to other conforming bids? Pass/Fail.
 - h) If any bid is rejected at this stage, send a Rejection Letter to the Bidder's email address provided by the Bidder in the Appendix B – Bidder Profile. See also Section 5.1.1 – Rejected Bids/Bidders & Rejection Notification & Rejection Response. Otherwise, advance the bid(s) to Section 5.4.2 – Substantive Evaluation: Phase 1.

5.4.2 Substantive Evaluation: Phase 1

- a) Preferences and penalties: Preferences and penalties that are required by law, rule, or competition document will be applied to bid pricing. A 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 Information](#), [DES Reciprocity Map \(list\)](#). Determine the business address from which the bid was submitted. Check the DES Reciprocity Map (list) to determine, for evaluation purpose 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 WSPRC, 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, WSPRC must determine the points.
- e) Responsibility of the Bidder: In determining the responsibility of the Bidder, WSPRC 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.

5.4.3 Substantive Evaluation: Phase 2 (Optional)

- a) Following PHASE 1 if WSPRC 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 WSPRC that

the services or items offered meets the WSPRC's needs and meets all other competition terms & conditions. If WSPRC 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 WSPRC in its sole discretion determines that the Bidder's bid does not meet the WSPRC 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.

5.5 ORAL PRESENTATIONS MAY BE REQUIRED

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

The oral presentation shall determine the apparently successful bidder.

5.6 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).

WSPRC will notify the Apparent Successful Bidder, and the non-successful Bidders, via email to the address provided in the Bidder Profile (Appendix B) - Primary Contact Person for Questions/Contract Negotiations.

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

6.1 ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER (ASB)

Following the bid Evaluation, WSPRC will announce TO ALL BIDDERS the Apparent Successful Bidder (ASB) by email to the email address provided by the Bidder in the Bidder Profile (Appendix B).

The Announcement of ASB starts a clock and it is the responsibility that the Bidder provide a working email. WSPRC accepts no responsibility for the Bidder's actual receipt of the Announcement of ASB.

The announcement is called the Announcement of Apparent Successful Bidder. Notification that a Firm(s) was selected as the ASB simply means that at this point in time WSPRC believes the ASB was the lowest cost responsive and responsible Bidder (or Bidder with the most points), but designation as the ASB is not a guarantee of a contract and/or WSPRC Purchase Order, or purchase. WSPRC reserves the right to reevaluate the ASB's bid and determine whether the ASB's bid was responsive and responsible and successful as first thought. ASBs are cautioned not to commit funds, resources, and effort prior to receiving an actual executed contract and/or WSPRC Purchase Order. Bidders and ASBs that commit funds, resources, and effort prior to a contract and/or WSPRC Purchase Order do so at its own risk and peril. Further, WSPRC cautions against any premature action prior to

an executed contract and if any premature action causes a disruption or dilemma for WSPRC, it could result in no contract being executed.

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

6.2 PROCUREMENT RECORDS DISCLOSURE

Procurement records for this competition cannot be released or viewed until after the Announcement of Apparent Successful Bidder (ASB); see Section 6.1 – 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.

Washington State Parks and Recreation Commission (WSPRC) has a Public Records Officer. If you'd like copies of these records, please click on the link(s) below for agency instructions.

WSPRC Public Records Officer at: public.disclosure@parks.wa.gov

- (INFO) <https://www.parks.state.wa.us/1093/Public-records-requests>
- (FORM) <https://www.parks.state.wa.us/DocumentCenter/View/11083/A-374-Public-Record-Request?bidId=>

As you are completing your request, it is helpful that you identify the request so that it is understood by the Public Records Officer and not delayed.

This competition is identified under: **(RFP 123-517) Discover Pass Production, Fulfillment, and eCommerce.**

This competition is being conducted through the: **Contracts, Grants, and Procurement section, which is part of the agency Financial Services Office.**

See also: Section 7.13 - PUBLIC DISCLOSURE & WAIVER OF PROPRIETARY INFORMATION

6.3 DEBRIEFING OF BIDDERS

Following the Announcement of Apparent Successful Bidder and upon request by the Bidder, a debriefing conference will be scheduled with an unsuccessful Bidder. 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.** Thereafter, WSPRC will schedule a Debrief conference to go over the Bidder's bid (not other bids).

6.3.1 How To Request A Debrief Conference

Requests for Debriefs shall be addressed to the Procurement Coordinator in the form of an email to contracts@parks.wa.gov.

The email's subject line must include the competition's number and the word "Debrief". Failure on the part of the Bidder to mark the email communication as instructed may result in the Debrief being overlooked or misunderstood and not considered.

Example email subject line: **123-517 Debrief**

6.3.2 Debrief Meeting, Discussion, And Delay

Discussion will be limited to a critique of the requesting Bidder's response. Comparisons between responses or evaluations of the other responses will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of 1/2 hour.

WSPRC intends all debriefings conferences to take place within a few days of the Announcement of Apparent Successful Bidder. The requesting Bidder will not be allowed to delay the process from moving forward and should have a designated representative made available if the Bidder is unavailable. Bidders that are not available for the Debrief conference scheduled by WSPRC forgo its opportunity for debriefing and filing a Protest (see section titled Protests).

6.3.3 Debrief Prerequisite For Protest

A Debriefing Conference is a prerequisite to Protesting the Competition.

6.4 PROTEST

6.4.1 General:

This protest 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 WSPRC to correct evaluation process errors and problems before a contract is executed.

Only a Bidder having avail itself of a Debriefing Conferences may file a protest regarding this competition.

The Bidder must strictly adhere to the protest process as set forth herein, the failure of which may result in a summary determination that the protest is without merit without an opportunity to cure.

6.4.2 Form And Content:

All protests must:

- Be in writing.
- The protest must state and clearly articulate the grounds for the protest (see Section 6.4.3 – Content Limitations and 6.4.5 – 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.

6.4.3 Content Limitations:

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

WSPRC will summarily reject protests that:

- fail to state and clearly articulate at least one of the three GROUNDS provided in Section 6.4.5 – 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.

6.4.4 Submission Of Protests

- All protests must be submitted within three (3) business days after the day of the Debriefing Conference.
- Bidders must send all protests to: contracts@parks.wa.gov. See also Subject Line.
- SUBJECT LINE: The email's subject line must include the competition's number and the word "Protest". Failure on the part of the Bidder to mark the email as instructed may result in the Protest being overlooked or misunderstood and not considered.

Example email subject line: **123-517 Protest**

- The name of the protesting Bidder, mailing address and phone number, and the name of the individual responsible for submission of the Protest;

6.4.5 Grounds Which May Be Protested

- Conflict of Interest on the part of WSPRC 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
- WSPRC's assessment of its own and/or other agencies' needs or requirements, or,
- Issues, concerns, objections, or requests for changes that were or could have been addressed during the Question-and-Answer Period, Complaint Period, or a Bidder rejected under Section 5.5.1 - Rejected Bids/Bidders & Rejection Notification & Rejection Response, failing to timely avail itself of the Rejection Response period.

6.4.6 Manager Assignment And Review

Upon receipt of a protest that meets the requirements described herein, a protest review will be held by WSPRC. WSPRC 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.

In the event a protest may affect the interest of another Bidder that submitted a response, WSPRC may reach out to that Bidder, may provide an unedited copy of the protest to that Bidder, and may invite that Bidder to submit its views and any relevant information on the protest to the Manager.

Standard of Review: The onus is on the Bidder to clearly and convincingly demonstrate that WSPRC erred.

6.4.7 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 WSPRC's acquisition process and determine WSPRC to be in substantial compliance and reject the protest, OR
 - Find merit in the protest and provide WSPRC 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 WSPRC rejects the protest, WSPRC 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.

6.4.8 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.

7 ADDITIONAL GENERAL PROVISIONS FOR ALL BIDDERS

7.1 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.

7.2 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington (RCW). Those restrictions also apply to any 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.

7.3 AMENDMENTS TO THE COMPETITION

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

Competition amendments will be made in consideration to the overall timeline; WSPRC will determine whether extensions to the timeline are necessary.

The Bidder may only rely on the Competition and/or the Competition Amendments posted on WEBS. Any other communication, verbal or in writing SHALL be nonbinding on WSPRC.

7.4 RESPONSIVENESS OF BIDDER'S RESPONSE

Each Bidder is specifically notified that failure to comply with any part of the solicitation may result in rejection of their Response as non-responsive. Rejected, non-responsive Responses will not be further evaluated, one the bid is found to be non-responsive. WSPRC

will not be liable for any errors or omissions in Bidder's Response. Bidders will not be allowed to alter their Response after the Response Submission Deadline.

It is the responsibility of each Bidder to carefully read, understand, and follow all the instructions contained in this competition documents, and in any future amendments. If a Bidder does not fully understand any Response requirement, said Bidder should submit an inquiry to the Procurement Coordinator (see Section 1.6 – Questions And Answer Period). Bidders are hereby notified that failure to comply with any solicitation requirement may result in the Response being rejected as non-responsive. WSPRC reserves the right to waive any administrative, minor irregularity in a Response, but it is not required to do so.

7.5 CLARITY AND CLARIFICATIONS

WSPRC will make the sole determination of clarity and completeness of the Responses. No Response may be altered or amended after the submission deadline; however, WSPRC 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.

7.6 COST OF RESPONSE PREPARATION

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

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

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

7.7 OWNERSHIP OF RESPONSES

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

7.8 FINAL SELECTION & NO OBLIGATION

WSPRC 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. WSPRC further reserves the right to cancel or reissue this competition prior to execution of a contract, if it is in the best interest of WSPRC to do so, as determined by WSPRC in its sole discretion.

7.9 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 WSPRC's contract with the Bidder.

7.10 AGREEMENT TO WSPRC'S CONTRACT TERMS AND CONDITIONS

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

7.11 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 condition. Part 2 allows WSPRC (and other state agencies) to pay invoices electronically with direct deposit. This is the most efficient method of payment and vendors are encouraged to sign up.

7.12 MINORITY WOMEN OWNED AND VETERAN OWNED BUSINESS

WSPRC strongly encourages the participation of minority and women-owned businesses, Veteran owned businesses and small businesses, as prime Contractors, or Subcontractors.

If you are a small business that needs assistance responding to this solicitation, help is available. Please visit OMWBE Small Business Assistance at <https://omwbe.wa.gov/small-business-assistance> to see the services offered. The Washington Procurement Technical Assistance Center (PTAC) is also available with no cost, confidential technical assistance for small businesses doing business with state government.

Minority and Women-Owned Businesses

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a Subcontractor basis. Bidders may go to <https://omwbe.wa.gov/directory-certified-businesses> to obtain information on certified firms.

7.13 PUBLIC DISCLOSURE & WAIVER OF PROPRIETARY INFORMATION

- See Section 6.2 Public Records Disclosure.
- See Appendix A – Certification, Assurances, and Waiver, at subsection L - Bidder's Waiver And Release of Information, Public Disclosure is Authorized and Not Restricted.

7.14 CIVIL RIGHTS COMPLIANCE

The Director of the Washington State Parks and Recreation Commission, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all 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. WSPRC 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.

8 APPENDICES AND EXHIBITS

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

- Appendix A (Section 8.1): Certifications, Assurances, and Waiver (**sign and return all pages**)
- Appendix B (Section 8.2): Bidder Profile (**return all pages**)
- Appendix C (Section 8.3): Technical Specifications (**return all pages**)
- Appendix D (Section 8.4): Pricing Page (**return all pages**)
- Appendix E (Section 8.5): Plan for Operation (self-authored)
- Appendix F (Section 8.6): Experience and Expertise (self-authored)
- Appendix G (Section 8.7): OMWBE/Small & Veteran Owned Certification (self-authored)
- Appendix H (Section 8.8) References (**return all pages**)

EXHIBITS

- Exhibit A Sample Contract & General Contract Terms And Conditions
- Exhibit B Production/Sales Flowchart
- Exhibit C Sales History for the annual Discover Pass
- Exhibit D Samples Discover Pass
- Exhibit E Ecommerce
- Exhibit F Portal

Continue on next page

8.1 (APPENDIX A) – CERTIFICATIONS, ASSURANCES, AND WAIVER

- 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) I/we declare that all answers and statements made in the proposal are true and correct.
- c) 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.
- d) 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 (WSPRC) without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
- e) 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.
- f) I/My Firm understand that WSPRC will not reimburse me/my Firm for any costs incurred in the preparation of this proposal. All proposals become the property of WSPRC, and I/My Firm claim no proprietary right to the ideas, writings, items, or samples.
- g) 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.
- h) 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 WSPRC 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 WSPRC 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 WSPRC, any resulting contract (including any type of order placement) SHALL continue with the altered portions or deviations being ignored in favor of the WSPRC 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 WSPRC.
 - 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 WSPRC, any resulting contract (including any type of order placement) SHALL continue with the unrequested material being ignored in favor of the WSPRC official language. The awarded Contractor understands, agrees, and accepts this provision and SHALL hold harmless and save harmless the WSPRC.
- i) 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.

- j) I/My Firm grant WSPRC 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.
- k) 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.

l) 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 WSPRC.

m) 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.

n) 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.

o) 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 WSPRC agrees to alternatives other than wet-ink signature (pen-to-paper) on hardcopy documents, these alternatives may be accepted by WSPRC and are legally binding. See RCW 1.80.

For purposes of this competition document WSPRC is accepting a PDF scan (or similar representation) of the Bidder's wet-ink signature in the signature space below. **For clarity:**

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

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 WSPRC, **scan it as a PDF file** and attach the file to your business email and send it to WSPRC. For expanded details see Section 4.1 – Submission of Responses.

I/My Firm certifies under penalty of perjury under the laws of the state of Washington that submission of my/my Firm's bid response and accompanying copy of my signature is legally binding on me/my firm, and that the WSPRC 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, record the competition's identifying number: <i>(see footer or face page)</i>	
Bidder's Company Name	
Bidder's Printed Name	
Bidder's Wet Signature (use blue ink)	
Place of Signature (City & State)	
Date	

8.2 (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 Appendix B.

COMPANY INFORMATION:

(a)	Firm Legal Name*	
	Street Address**	
	Mailing Address	
	City, State, ZIP	

***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 principle officers as appropriate to the organization	
	Name & Title:	
	Address:	
	Email Address:	
	Telephone Number	
	Area Code:	Number:

(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:

*** **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.

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

(i)	WA State UBI	
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(j)	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

(k)	Federal Tax Identification Number	
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(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page)

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	TECHNICAL SPECIFICATIONS FOR PRINTING:		
1A	QUALITY: 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	PROPERTY OF THE AGENCY: 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.		

(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page)

1C	<p>SAMPLE: 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>LIQUIDATED DAMAGES OR PENALTIES: 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>		

(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page)

1E	<p>STOCK: 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.</p> <p>Product should meet the following specifications: Virgin or recycled printing blanks, White minimum 10-Mils thick, Waterproof/ water resistant, Durable, and tear-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.</p>		
1F	<p>INKS: 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.</p>		
1G	<p>ESTIMATED ANNUAL QUANTITIES: 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.</p>		
1H	<p>DELIVERY REQUIREMENTS: 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.</p> <p>Ship to locations to be determined, primarily in the state of Washington, at Agencies' expense.</p>		

(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page)

1I	<p>SERIAL NUMBERING: All placards, except those used by WILD Dealers 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. Approx. 225,000 placards will be sent to WILD dealers will NOT be imprinted with serial numbers at <u>Point of Service</u>.</p>		
1J	<p>COMPOSITION: Contractor will be responsible for total composition except design. Placard design will be provided by the Agencies. Proofs: Proof will be required prior to initial printing and following any subsequent design changes. 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. 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. 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. All corrections must be made in blue, non-reproducing pencil.</p>		

(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page)

	Send proof to the Contract Manager at the address provided herein.		
1K	OVERRUNS/UNDERRUNS: 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.		
1L	BANKRUPTCY: 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.		
2	DESCRIPTION SUMMARY:		
2A	<p>PASS FORMAT: Vertical placard will be approx. 4.0 inches wide by 8.5 inches tall.</p> <p>Passes to be bound into booklets will require an extra 1/2” material extending from the short side of the pass as an appendage for stapling purposes.</p> <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. 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. 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>Continuous feed folded-fan format and shrink wrapped in quantities of 250 for convenient storage and handling.</p> <p>Written approval of Proof is required prior to any printing.</p> <p>Printer to add security holograph to artwork.</p>		

(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page)

	Vendor must also print accessory documents such as instructional inserts, branded envelopes and expiration labels for WILD dealer printers or their own fulfillment purposes.		
2B	CUSTOMIZATION: 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).		
2C	HOLES AND PERFORATIONS: 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. There must be a perforation extending from the edge of the product to the hole. The perforation must not interfere with the smooth path of travel of the product through the final customization printer. There must be a perforation between tags for cleanly separating individual placards from the continuous feed. Printers also have tear-bars on them.		
2D	QUANTITY AND PACKAGING: 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. 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 folded-fan. 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 shrink-wrapped in quantities of 250 for inventory purposes. Vendor must also produce and distribute approximately 225,000 units/year that must be shrink-wrapped in quantities of 250 for inventory purposes, for distribution to WILD Dealers where they will be sold and customized at POS with EXPIRY DATE and SERIAL NUMBER. Media produced for these printers must be in folded-fan format for compatibility with the printer. The		

(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page)

	<p>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, see: http://www.datamax-oneil.com/do/com/en-us/home/printers-software/stationary-printers/desktop-printers/e-class-mark-iii http://www.datamax-oneil.com/do/com/en-us/home/printers-software/stationary-printers/desktop-printers/file.cfm/_EClassMIII_final_rev1.6.14_EN.pdf?contentID=7633</p> <p>Media produced for these printers must be in continuous feed folded-fan 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. Booklet covers shall contain a SKU and bar code for individual retail purposes. 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>		
3	<p>TECHNICAL SPECS FOR FULFILLMENT, WAREHOUSE, CUSTOMER SERVICE AND PERFORMANCE TRACKING SERVICES</p>		
3A	<p>FULFILLMENT SERVICES: 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>		

(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page)

	<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>WAREHOUSE: At agencies’ request, Vendor must store unused product at a secure, insured facility.</p>		
3C	<p>CUSTOMER SERVICE: 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. 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 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</p>		

(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page)

	<p>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>PERFORMANCE TRACKING: 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 to be used for purposes authorized under this agreement, pursuant to Washington state law.</p>		
3E	<p>LIQUIDATED DAMAGES AND STIPULATED PENALTIES: 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. There are no breaches of security that result in personal information of customers being shared with any entity other than the agencies or those</p>		

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	<p>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>		
4	WASHINGTON STATE DEPARTMENT OF LICENSING - DOL		
4A	<p>FILE LAYOUT: 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>PRIVACY AND SECURITY: 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>PRIVACY NOTICE: 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>INCIDENT RESPONSE PLAN: 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,</p> <p>Notification to DOL; and</p> <p>Notification in accordance with chapter 19.255 RCW or RCW 42.56.590.</p>		

(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page)

4E	<p>PRIVACY IN SYSTEM DEVELOPMENT, OPERATION AND MAINTENANCE: 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>TRAINING: The Recipient must train its personnel, including contractors, with access to Protected Personal Information on its privacy policy.</p>		
4G	<p>DATA SECURITY REQUIREMENTS: 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>DATA AND MEDIA SANITIZATION: 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</p>		

(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page)

	<p>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>		
4I	<p>DATA SECURITY REQUIREMENTS – HARD COPY RECORDS: 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>OFFSHORING – ELECTRONIC RECORDS: 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"> i. Directly or indirectly (including through Subrecipients) transmit Protected Personal Information outside the United States, or ii. Allow access to Protected Personal Information from outside the United States. 		
4K	<p>OFF-SHORING- HARD COPY: 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>		

(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page)

4L	<p>PERMISSIBLE USE REQUIREMENTS: 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: 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.</p>		
4M	<p>PERMISSIBLE USE: Recipient must verify its use and disclosure of the Protected Personal Information is in accordance with the Permissible Use(s) established in this Agreement.</p>		
4N	<p>MONITORING PERSONNEL: 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.</p>		
4O	<p>SUBRECIPIENT REQUIREMENTS: The Recipient must apply these Subrecipient Requirements to any Subrecipient that receives Protected Personal Information directly from the Recipient in the following order.</p>		
4P	<p>SUBRECIPIENT POLICY AND PROCEDURES: 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.</p>		
4Q	<p>REQUIRED VETTING OF SUBRECIPIENTS: 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</p>		

(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page)

	<p>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.</p>		
4R	<p>CONTRACT WITH SUBRECIPIENT: Prior to providing or continuing to provide Protected Personal Information to a Subrecipient, Recipient must have a written 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. The Subrecipient contract must:</p> <ul style="list-style-type: none"> 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, 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, 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, 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, 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, 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, 		

(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page)

	<p>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</p> <p>h) As applicable, Require the Subrecipient to obtain prior written consent from the Requester before requesting a Driving Record for employment/prospective 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.</p>		
4S	<p>SUBRECIPIENT NON-DISCLOSURE AGREEMENTS: 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.</p>		
4T	<p>LIMITED ACCESS AND USE: Recipient must have controls to limit Subrecipient access to Protected Personal Information for only uses authorized in the Subrecipient contract.</p>		
4U	<p>COMPLIANCE:</p> <p>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.</p> <p>B. For Subrecipients annually receiving 5,250 or more unique individual’s records containing Protected Personal Information:</p> <p>a) Recipient must have procedures to regularly audit all Subrecipient(s) for compliance with the requirements in Attachment A – Data Licensing Statement(s).</p> <p>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</p>		

(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page)

	<p>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.</p> <p>C. If the Recipient finds a Subrecipient to be non-compliant with applicable requirements through the process of conducting audits, it must either:</p> <ul style="list-style-type: none"> a) Ensure that non-compliance is corrected within a reasonable timeframe, or b) Suspend or terminate Subrecipient’s access and use of Protected Personal Information. 		
4V	<p>SUBRECIPIENT LIST: 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"> a) Recipient name, b) Date of the list, c) All Subrecipient and Customer names, with their respective trade (doing business as) names, d) Unique ID number for each entity requesting a driving record, as applicable, 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), f) If the entity is Offshoring Protected Personal Information, and if so, to where and for what Permissible Use, g) Whether the entity receives and processes Protected Personal Information (versus Recipient processing Protected Personal Information on the entity’s behalf), 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. 		

(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page)

	Recipients must keep the list for a minimum of five (5) years.		
4W	SUBRECIPIENT DISQUALIFICATION: 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.		
4X	OFFSHORING BY SUBRECIPIENT: Recipient must not allow any Subrecipient to Offshore Protected Personal Information unless Recipient obtains permission for Subrecipient to do so.		
5	AUDIT REQUIREMENTS:		
5A	<p>AUDIT AUTHORITY: Audits are required when DOL provides Data containing Protected Personal Information, pursuant to RCW 46.22.010. 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"> i. Privacy Requirements in Attachment B ii. Data Security Requirements in Attachment B iii. Terms and conditions of this Agreement <p>b) Permissible Use audits will address one or more of the following areas of this Agreement:</p> <ul style="list-style-type: none"> i. Privacy Requirements in Attachment B ii. Permissible Use Requirements in Attachment B iii. Subrecipient Requirements in Attachment C iv. Terms and conditions of this Agreement <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"> i. Data Licensing Statement(s) in Attachment A ii. Subrecipient Requirements in Attachment C 		
5B	<p>AUDIT OBJECTIVES: 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			

(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page)

6A	<p>PRIVATE AND PUBLIC PORTAL: 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>DISCOVER PASS SURVEY:</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 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"> • Confirmation that at least 24 hours were worked and that all hours were earned within a 12-month period. • The volunteer does not have a current complimentary pass. <ul style="list-style-type: none"> ○ If the volunteer has a current complimentary pass, the new pass will be issued the month the current pass expires. 		

(APPENDIX C) – TECHNICAL SPECIFICATIONS (return this page)

	<ul style="list-style-type: none">• Tracking of all passes issued, including pass number and recipient contact information.• 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.• Retention of all records associated with the Volunteer Program according to state retention requirements.		
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(APPENDIX D) – PRICING PAGE (return this page)

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: _____

(APPENDIX D) – PRICING PAGE (return this 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 placards fan-folded per Technical Specifications for Printing, Appendix C-1

Print Vertical (4.0" wide by 8.5" tall)	\$ _____	\$ _____	\$ _____
1) Option: extra cost to add serial number to 325,000	\$ _____	\$ _____	\$ _____
2) Option: extra cost to add security holograph to all	\$ _____	\$ _____	\$ _____
3) Option: extra cost to shrink wrap in qty of 250	\$ _____	\$ _____	\$ _____

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

Print Vertical (4.0" wide by 9.0" tall)**	\$ _____	\$ _____	\$ _____
1) Option: extra cost to add sequential numbering	\$ _____	\$ _____	\$ _____
2) Option: extra cost to add security holograph	\$ _____	\$ _____	\$ _____
3) Option: extra cost to staple into booklet	\$ _____	\$ _____	\$ _____

* Width includes extra 1/2 inch material for stapling
** Height includes extra 1/2 inch material for stapling

4.) Cost to print 550,000 branded envelopes and instructional inserts per year.	\$ _____	\$ _____	\$ _____
5.) Cost to produce 775,000 thermal transfer labels with security uv and eyemark (3.5" x 1" with radius corners)	\$ _____	\$ _____	\$ _____

(APPENDIX D) – PRICING PAGE (return this page)

Printing/Production Certifications:

3) Name of material to be printed upon: _____

4) URL for product specifications: _____

5) Does bid include 1" diameter hole? _____

6) Does bid include perforations from edge to the hole and between each placard for clean separation? _____

7) What is the thickness of the material (in mils)? _____

8) Will product accept secondary thermal printing? _____

9) Will inks used be sunfast & weather-resistant? _____

10) Is proposed material recyclable? _____

11) Is proposed material biodegradable? _____

12) Is sample material provided for product and compatibility testing? (Requested size is 4" wide by 85" long, in ten 8.5" fan-folds or rolled.) _____

13) 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. _____

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

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

(APPENDIX D) – PRICING PAGE (return this page)

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

Bidder/Proponent (company name:)_____

FULFILLMENT

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

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

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

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

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

WAREHOUSING

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

CUSTOMER SERVICE

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

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

PERFORMANCE TRACKING

8) Cost, if any, for required reporting: _____

MISCELLANEOUS

9) 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.

10) 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 | \$ _____ |

8.6 (APPENDIX F) – EXPERIENCE AND EXPERTISE (MUST BE LEGIBLE)

Bidder, on Appendix F (this page) or as a separate document, titled “Experience and Expertise”, detail your company’s experience with production and fulfillment of passes or similar documents and ecommerce items. What is of most interest to WSPRC is experience **printing, production, fulfillment, and ecommerce of passes** or similar to the ones described herein. Bidder, please address the following:

- Describe experience in production of passes similar to / as similar as you can to the specifications listed herein.
- Provide data such as, quantities, volumes in the past 36 months,
- Describe experience working with government. Governmental entities often have regulations, processes, or stipulation not common in the private sector. Private businesses working with government are often shocked by the extra work required involved.
- Bidder, you may provide photos.

Please keep your Experience submittal to a manageable level of material, perhaps, three (3) to six (6) pages. The request for a manageable level of material does not include the Photos (send as many as you like).

Note: If not using a separate document titled “Experience and Expertise”, please feel free to add more space to this page.

(APPENDIX H) – REFERENCES (return this page)

8.8 (APPENDIX H) - REFERENCES (must be legible)

In the Table below the Bidder shall provide five (5) references from customers or businesses, for which the Bidder has provided similar goods and services, and that the Reference can speak to the quality of the Bidder's goods and Bidder's customer service. The WSPRC 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 WSPRC to firms/parties other than those listed below.

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



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

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

ACQUISITION AUTHORITY

State Parks has the authority as provided by RCW 39.26.090. Currently, STATE PARKS has delegated authority for services in the amount of \$1,000,000 per contract event for services. Per policy DES—090-00, section 6, subsection c: General Delegated Authority dollar amounts are not cumulative; the dollar amounts apply to each contract term or to each purchase event

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

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

SPECIAL TERMS AND CONDITIONS

I. SCOPE OF WORK

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

The Contractor will provide the following services:



II. PERIOD OF PERFORMANCE

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

III. RIGHTS AND OBLIGATIONS

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

IV. COMPENSATION AND PAYMENT

- A. Amount of Compensation. Maximum compensation for this contract is «Origcontractamount»ths Dollars («OrigContractAmount»). Any additional services provided by the Contractor must have the prior written approval of State Parks.
- B. Expenses. Contractor shall receive reimbursement expenses only as authorized in advance by State Parks as reimbursable. Receipts must be attached to the invoices for reimbursement of any expenditure in the amount of \$25.00 or more.
- C. Time and Method of Payment. Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to State Parks by the Contractor not more often than monthly. The invoices shall describe and document to State Parks' satisfaction, a description of the work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to.

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

V. CONTRACT REPRESENTATIVES

- A. State Parks' representative on this contract shall be «ProjectRepName», «ProjectRepTitle», phone «ProjectRepPhone», who shall be responsible for monitoring the performance of the Contractor, the approval of actions by the Contractor, the approval for payment of billings and expenses submitted by the Contractor, and the acceptance of any reports by the Contractor.
- B. The Contractor's representative on this contract shall be «FirstName» «LastName», «Title», phone «PhoneNumber», who will be the contact person for all communications regarding the conduct of work under this contract.

VI. INTERPRETATION OF CONTRACT

- A. Order of Precedence. In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
- Applicable Federal and state of Washington statutes and regulations
 - Special terms and conditions as contained in this basic contract instrument
 - Attachment A - General Terms and Conditions
 - Scope of Work
 - Any other provision, term, or material incorporated herein by reference or otherwise incorporated
- B. Entire Agreement. This contract including referenced attachments represents all the terms and conditions agreed upon by the parties. No other understandings or

representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

- C. Conformance. If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- D. Approval. This contract shall be subject to the written approval of State Parks' authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

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

Contractor:

State Parks:

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

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

**Washington State
 Parks and Recreation Commission**
 1111 Israel Road SW
 PO Box 42650
 Olympia, WA 98504-2650
 (360) 902-8554
 ContractsandProcurement@parks.wa.gov

By _____

By _____

Title _____

Mark Bibeau,
Title Chief Financial Officer

Date _____

Date _____

UBI No. «UBINumber»

Fed. Tax Id. No. «FederalID»

Approved as to form:

Mike Ferguson /s/
 Assistant Attorney General
 August 2009

Attachment A GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

- Contractor shall buy and maintain property insurance covering all real property and fixtures, equipment, and tenant improvements and betterment's. Such insurance shall be written on an all risks basis and, at a minimum, cover the perils insured under ISO special causes of loss form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles.
- Any coinsurance requirement in the policy shall be waived.
- State shall be included as an insured and a loss payee under the property insurance policy.

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

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

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

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

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

TREATMENT OF ASSETS –

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

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

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

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

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

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

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

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

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

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

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

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

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

CHANGES AND MODIFICATIONS -- The Agent may, at any time, by written notification to the Contractor and without notice to any know guarantor or surety, make changes in the general scope of the services to be performed under the contract. If any such changes cause an

increase or decrease in the cost of, or the time required for the performance of this contract, an equitable adjustment may be made in the contract price or period of performance, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of Contractor's receipt of the notice of such change; Provided, however, that the Agent may, upon determining that the facts justify such action, receive and act upon such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

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

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

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

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

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

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

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

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

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

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

END OF GENERAL TERMS AND CONDITIONS
/ / / / /

EXHIBIT B

PRODUCTION/SALES FLOWCHART

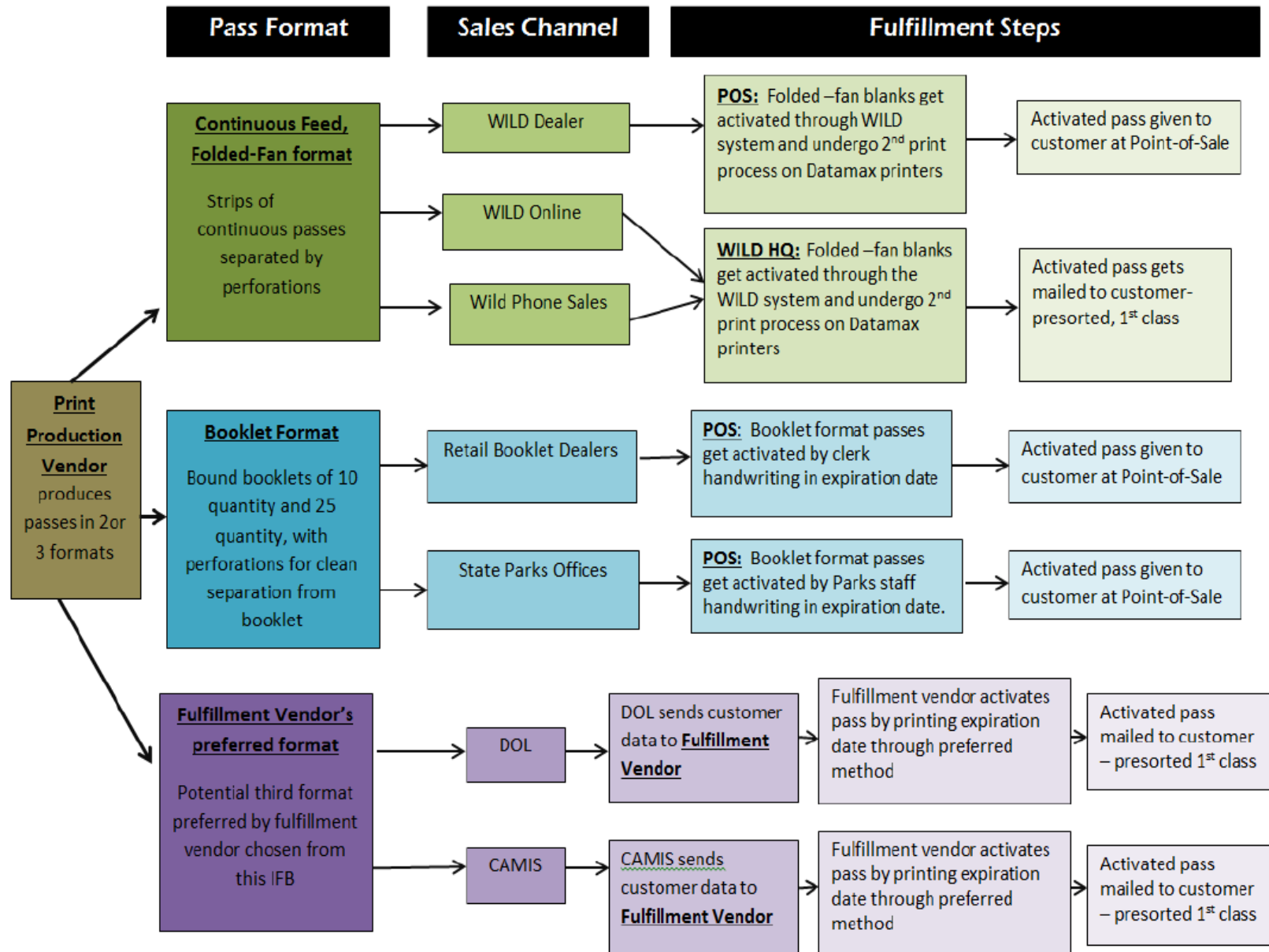


EXHIBIT C

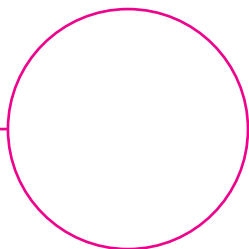
SALES HISTORY FOR THE ANNUAL DISCOVER PASS

Discover Pass Program - Number of Annual Passes Sold By Fiscal Year (Year Ending June 30)

FY 2023	July	August	September	October	November	December	January	February	March	April	May	June	Total
DOL	37,078	39,767	27,884	30,097	28,607	27,360	36,965	34,668	45,175	42,059	46,413	42,397	438,470
Parks	46,721	42,710	23,974	13,678	7,617	5,590	11,778	10,495	16,862	20,808	43,185	40,822	284,240
DFW	22,287	28,467	11,156	9,270	5,599	3,124	4,773	6,105	8,187	39,020	34,308	26,189	198,485
All Agencies	106,086	110,944	63,014	53,045	41,823	36,074	53,516	51,268	70,224	101,887	123,906	109,408	921,195
FY 2022	July	August	September	October	November	December	January	February	March	April	May	June	Total
DOL	38,222	36,541	29,254	30,440	26,646	28,984	34,842	33,728	48,179	46,800	46,817	43,781	444,234
Parks	43,839	37,868	22,557	12,839	9,318	7,167	12,053	14,354	17,126	21,857	30,257	37,443	266,679
DFW	21,030	18,886	11,977	9,172	5,124	4,496	3,580	5,898	23,672	22,573	24,652	24,158	175,218
All Agencies	103,091	93,295	63,788	52,451	41,088	40,647	50,475	53,980	88,977	91,230	101,726	105,381	886,130
FY 2021	July	August	September	October	November	December	January	February	March	April	May	June	Total
DOL	27,615	38,357	31,239	28,268	26,716	32,231	35,738	32,479	45,033	46,602	44,126	44,493	432,898
Parks	58,811	50,305	24,447	15,020	11,263	13,958	12,973	9,307	23,052	33,849	33,358	45,971	332,313
DFW	40,097	36,902	14,463	11,629	5,568	6,030	5,896	3,945	28,988	28,872	25,015	37,918	245,323
All Agencies	126,523	125,564	70,149	54,917	43,547	52,219	54,607	45,731	97,073	109,324	102,499	128,382	1,010,534

EXHIBIT D SAMPLES DISCOVER PASS

(See Technical Specifications for preferred dimensions)



The Discover Pass is required for motor vehicle access
to lands managed by:
Washington State Parks
Washington State Department of Natural Resources
Washington Department of Fish & Wildlife



Thank you for supporting
Washington State recreation lands.

www.discoverpass.wa.gov

1-866-320-9933

For emergencies, dial 911

To Activate Pass:

1. Write license plate numbers on front side of pass in permanent marker. Please print clearly.
2. Hang pass on rearview mirror – this side facing driver.

The Discover Pass is interchangeable between two vehicles,
but is valid for only one vehicle at a time.

The Discover Pass is required for vehicles registered for street use.
Failure to display this pass may result in a \$99 fine.



P	L	A	T	E	#	1
P	L	A	T	E	#	2

NOT VALID

Place activation sticker here



EXHIBIT E ECOMMERCE



RFP 123-517 WASHINGTON STATE PARKS AND RECREATION COMMISSION

PHASE ONE- REQUIREMENT OVERVIEW

- Washington State Parks inventory management and print-on-demand set-up
- Bidder, Washington State Parks sFTP Set-up
- Fulfillment and Shipping
- Shipping notifications
- Storage of 4-8 different SKUs
- Customer Service for Order Status (phone and email)
- Additional Washington State Parks Merchandise and Printed Products (stocked)

INTEGRATED ORDER PROCESSING

pass directly into Bidder's inventory management fulfillment system via FTP from the Washington State Parks portal.

In stock orders will be picked from designated shelves and print-on-demand (POD) will be consolidated for production. All orders will then be packed, and either mailed (USPS Priority Mail) or shipped (UPS Ground) according to the business rules and service level agreement to be defined with Bidder and Washington State Parks.

Ideally, shipped status of orders would flow directly into the Washington State Parks portal system. If that is not possible, the shipped order file will be provided to the Washington State Parks POC (method TBD: sFTP or email) or, alternatively, a member of the Bidder, Washington State Parks account support team would be trained to post-back the return tracking file.

Email with shipping notification and tracking information will be sent to the order purchaser's email address.

EXPANSION OF BRANDED MERCHANDISE PROGRAM

Bidder Promotional, Print & Packaging team to provide Washington State Parks with ideation, concepts, and samples of different types of branded merchandise materials and coordinate the purchasing, receipt, and inventory storage in Bidder's warehouse.

Ongoing fulfillment requests of these items from inventory will be placed through the Washington State Parks' portal as well as the Washington State Parks Self-Serve portal.

SELF-ORDERING PORTAL

Authorized and pre-approved Washington State Parks' contacts can login to a Bidder, Washington State Parks Branded Portal, select wholesale branded merchandise or marketing materials, enter the quantity they would like to receive, confirm ship to address and other contact information and submit their order.

Orders will be picked, packed, and shipped according to the material requested and shipped to the designated address. Tracking information is provided to the end user and remains in their "My Account" for full visibility and/or reorders.



**EXHIBIT F: PORTAL
RFP 123-517 WASHINGTON STATE PARKS AND RECREATION COMMISSION**

	Public Portal	Private Portal
Site Access	public URL	Secure Access via ADFS
Site Design	branded to discoverpass.wa.gov guidelines	branded to discoverpass.wa.gov guidelines
Products	Discover Pass and Discover Day pass-customized	Discover Pass booklets
Temporary Discover Pass	temporary pass delivery via email	N/A
Email Opt In	check out page will include a click-wrap agreement for email opt-in	N/A
Payment method	credit card enabled Visa/MC only, authorize.net gateway, State of WA merchant account	cost center or PO
Production workflow	Public Discover Pass orders are integrated with existing CONTRACTOR Discover Pass work flow	Discover Pass Booklets are printed and stored at CONTRACTOR. Will need to track/report on Booklet ID numbers sent to Parks
Email notifications	Automated Order and shipment confirmations	Automated Order and shipment confirmations
Reporting	On demand reporting must be made available via SFTP. No reporting is available to the public or non-designated parties. Reporting must include but is not limited to: daily summary of all passes purchased, a line item detail report of every Discover Pass purchase transaction for the date selected, daily order detail , monthly summary of all passes purchased, date flexible summary of all passes purchased within a specified period of time, year over year summary, and summary of discover passes purchased grouped by zip code.	On demand reporting must be made available via SFTP. No reporting is available to the public or non-designated parties. Reporting must include but is not limited to: daily summary of all passes purchased, a line item detail report of every Discover Pass purchase transaction for the date selected, daily order detail, monthly summary of all passes purchased, date flexible summary of all passes purchased within a specified period of time, year over year summary, and summary of discover passes purchased grouped by zip code.

Individual Annual Discover Pass fulfillment	Discover Passes purchased from the proposed CONTRACTOR website will be integrated into the CONTRACTOR Discover Pass production workflow. Orders received from the n Discover Pass website will be assigned a unique pass number during data processing. CONTRACTOR will provide reporting that associates the Discover Pass purchase transaction with the assigned Pass number. This reporting may exist outside of the Direct Response application. Report access can be made available via SFTP delivery.	x
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Temporary Discover Pass	<p>In addition to the purchasing of printed annual passes, CONTRACTOR will enable functionality to generate a temporary annual pass to deliver to the customer via email after the order session is completed and funds are received. The proposed workflow is as follows:</p> <ol style="list-style-type: none">1) When the order is completed, the customer will receive an email notification that a temporary pass is ready to download2) The email link will be embedded with the Transaction and Enforcement Reference number3) The customer will click on the link to initiate the PDF:<ol style="list-style-type: none">a. The "Valid Thru" date is based on the purchase date plus 10 days to allow park access until the Discover Pass arrives in the mailb. Each pass will include a random generated unique Transaction and Enforcement Reference number (format to be provided separately by Parks). These codes need to be stored in a database and available via web services so that the passes can be validated.c. The customer has the ability to print the downloaded pass4) Contractor will maintain a database of all temporary Discover Passes generated and will provide that data back to the State of Washington in a cadence to be determined5) CONTRACTOR assumes that all customers placing an order will receive an email with a link to a temporary pass6) There will be one email link per customer regardless of the number of passes purchased; only ONE printing of the temporary pass will be allowed7) Each link will be valid for a limited time period i.e. 10 days from the purchase of the Discover Pass. CONTRACTOR will work with the State to determine the appropriate duration8) The Temporary Pass feature can also be used by the CONTRACTOR customer service team to issue the Temporary Passes to customers as needed and as authorized.	x
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DiscoverDay Pass	<p>To purchase and create the Day Pass, customers will click on a “Customize” link that is associated with the Day Pass item configuration. The “Customize” link will take the customer to a web form where he or she can enter the date that the pass will be valid on (one day only). Once the date is entered, the customer will click “Preview” and an image of the Day Pass with the desired date, a Transaction and Enforcement code will be generated. The Day Pass will then be generated and delivered in workflow that is similar to that of the Temporary Pass:</p> <ol style="list-style-type: none">1) When the order is completed, the customer will receive an email notification that the Day Pass is ready to download2) The pass will be embedded with the Transaction and Enforcement Reference number3) The customer will click on the link to initiate the Pass:<ol style="list-style-type: none">a. The “Valid Thru” date reflects what the customer entered on the web formb. Each pass will include a random generated unique Transaction and Enforcement Reference number (format to be provided separately by Parks). These codes need to be stored in a database and available via web services so that the passes can be validated.c. The customer has the ability to print the downloaded pass4) Contractor will maintain a database of all Day Discover Passes generated and will provide that data back to the State of Washington in a cadence to be determined.5) There will be one email link per Day Pass purchased, and only ONE printing allowed.6) Each link will be valid for a limited time period i.e. ONE DAY only. <p>After the Passes are added to the customer’s shopping cart, the customer can proceed to check out. Contractor will add any transaction fees to the customer’s order as requested by WA Parks.</p>	x
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<p>Click Wrap agreement</p>	<p>CONTRACTOR will configure the portal to provide customers with the ability to Opt-In on future email communications from WA Parks. The configuration would look similar to the image below. CONTRACTOR will build a custom report to collect the customer data and provide it back to Washington State Parks. Any reports containing PII will be delivered via Secure FTP.</p>	<p>x</p>
<p>Merchant Account, credit card processing and order consignment</p>	<p>CONTRACTOR will use a Washington State Parks owned dedicated merchant account combined with a CONTRACTOR Authorize.net credit card gateway to process the ecommerce transactions. Funds received from Discover Pass sales and any service charges will be deposited into the state's bank account. CONTRACTOR will provide access to Contractor's instance of Authorize.net for financial reconciliation and reporting purposes to WA Parks Financial Services Staff. Refunds will be managed thru the Authorize.net gateway by WA Parks Financial Services Staff. WA Parks will perform reconciliations of Contractor's system to Authorize.net and the State's bank account. CONTRACTOR will provide assistance to WA Parks Financial Services staff regarding identified financial discrepancies and/or chargebacks at no additional cost. To set up the Authorize.net gateway, CONTRACTOR will need to obtain a VAR Sheet from the State of Washington. The VAR sheet contains data points relative to the Merchant Account that will be necessary for the gateway configuration. VAR and Merchant information should only be communicated via secure email or FTP. CONTRACTOR will arrange access to Authorize.net credit card reporting and refund processing for WA Parks Financial Services Staff. Currently CONTRACTOR software does not have the ability to accept ACH transactions as a form of payment for the passes hosted on the site. CONTRACTOR can accept ACH payments from the State of Washington for services rendered.</p>	<p>x</p>

WA Parks Booklet fulfillment	x	In addition to the public facing portal, CONTRACTOR will create a private portal that will have the primary purpose of facilitating orders for WA Parks offices. The private portal will have a similar look and feel as the public portal and will be accessible via Single Sign On or with a secure user name and password. The various WA Parks offices will be able to place bulk orders for WA Discover Pass booklets. WA Parks will provide a list of designated users and ship to addresses. The site can also be configured to accept cost centers as a form of payment.
ADFS Accessible	x	The private portal will be made accessible via Active Directory Federation Services (ADFS). CONTRACTOR will need to meet with WA Parks to discuss the access requirements, authentication and security protocol.

Reporting- Private Portal	x	Reporting for all transactions made through all portals and fees collected will be made available to designated WA Parks administrators via the private portal. This portal will be made accessible via ADFS. The reporting module will allow the admin to select a report, enter date range criteria and then the report can be sent to the admin via email or FTP. The method of data transmission is subject to the approval of the State of Washington Office of Cyber Security. Should this method not meet the approval of the Office of Cyber Security, report data can be encrypted and posted to a secure FTP (SFTP).

<p>Amendment 9- extension of temporary pass expiration date</p>	<p>DCG ONE will develop a new internal tool utilizing the existing Annual Pass purchase information from the DOL, CAMIS and WEB purchase sources. DCG ONE’s Customer Service Team would use the new tool to look up a customer’s Annual Pass purchase information and create a new Temporary Annual Pass for that customer. This will automatically email a link to the customer to download the new pass.</p> <p>The new expiration date of the Temporary Annual Pass would be determined by the DCG ONE Customer Service Representative, working within pre-determined rules and parameters provided by WA State Parks, depending on a customer’s situation. DCG ONE will also modify the Parks Department Discover Pass purchase site to enable download of the new Temporary Annual Passes created by the customer support tool. The email sent to the customer will contain a unique link to their new Temporary Annual Pass. Following the link will bring the customer to a new View in the Discover Pass purchase application with directions on how to download their new Temporary Annual Pass. This View will use the look of the current Order Confirmation/Download view.</p>	
<p>Business rules</p>	<ul style="list-style-type: none"> • Customers with expired/expiring temporary Discover Passes contact DCG ONE to request a new Temporary Pass with a new expiration date. • DCG ONE Customer Service Team first confirms the customer is in DCG ONE’s database and verifies their purchase. • Utilizing the new internal tool, DCG ONE Customer Service Team views Annual Pass purchase information and creates a new Temporary Annual Pass with an expiration date determined by WA State Parks Department rules. • The system automatically emails the customer with a link to download the new Temporary Annual Pass. • The DCG ONE database is updated to reflect the transaction, in keeping with current database business rules. 	
<p>Requirements</p>	<ul style="list-style-type: none"> • Customer’s original transaction must already be in the DCG ONE database, coming through the Discover Pass web site, or DOL, CAMIS systems. • Temporary Annual Passes use the same verification rules currently in place but may have a later expiration date, if requested by the purchaser. 	

ATTACHMENT A-1 - DATA LICENSING STATEMENT
AGGREGATE DATA SERVICES

1. DATA TYPE AND CLASSIFICATION

The following are specific terms and conditions for aggregate Data to Recipient.

- Vehicle

The classification of the Data shared under this Agreement includes:

- Category 3 – Confidential Information: Information specifically protected from disclosure by law. This may include:
 - a. Personal information.
 - b. Information concerning Employee personnel records.
 - c. Information regarding Information Technology infrastructure and security of computer and telecommunication systems.

This category of data is also known as 'Protected Personal Information', 'Personally Identifiable Information (PII)' and/or 'Personal Information'.

2. DEFINITIONS

There are no definitions specific to this data licensing statement.

3. PERMISSIBLE USES

Recipient may request and re-disclose Protected Personal Information only as authorized herein.

AGGREGATE VEHICLE PERMISSIBLE USES
<p>I. Governmental Entities: Any governmental agency including any court or law enforcement agency, or any private person or entity acting on behalf of a federal, state, or local agency, or Canada in carrying out its functions: PROVIDED, HOWEVER, That nothing in this section is construed to allow actions prohibited under RCW 43.17.425.</p> <p>RCW 46.12.630(2)(b)</p>

4. FILE LAYOUT

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.

- A. The Recipient will access Data through the DOL Secure File Transfer (SFT) Service.
- B. The file type will be SDT.
- C. Data will be provided at the following frequency: Once daily.
- D. This Data will be provided in the File Layout below.

Description of Columns

- Field Description – describes the type of Data in that field.
 - Field Name – identifies the name DOL field Data is stored in.
 - Type – identifies if the Data is numeric (9), or alphabetic (x).
 - Bytes – identifies the maximum number of characters for Data in that field.
 - Position – identifies what location (position) the Data begins at in the file.
 - *Protected Personal Information Y/N - This column would not be transmitted electronically; it is only for Licensee's reference
-

DISCOVER PASS FILE LAYOUT

Field Description	Field Name	Type	Bytes	Position	*Protected Personal Information Y/N*
Reg Owner Name/Address 1	RoNmAddr1	X	30	1	Y
Reg Owner Name/Address 2	RoNmAddr2	X	30	31	Y
Reg Owner Name/Address 3	RoNmAddr3	X	30	61	Y
Reg Owner Name/Address 4	RoNmAddr4	X	30	91	Y
Reg Owner Name/Address 5	RoNmAddr5	X	30	121	Y
Reg Owner Name/Address 6	RoNmAddr6	X	30	151	Y
Reg Owner City	RoCity	X	20	181	Y
Reg Owner State	RoState	X	2	201	Y
Reg Owner Zip Code	RoZip	X	9	203	N
License Plate	Plate	X	7	212	N
Vehicle Identification Number	VIN	X	17	219	N
Make	Make	X	5	236	N
Model Year	ModelYrVh	9	4	241	N
Filler		X	8	245	N
Use Class	VUse	X	3	253	N
Legal Resident County	LegalResCnty	9	2	256	N
Transaction Date	TranDateL *	9	8	258	N
Transaction Office	TranCounty & TranOffice	9	4	266	N
Total Length				269	

ATTACHMENT B – PRIVACY AND SECURITY REQUIREMENTS

This attachment applies when the Recipient receives Protected Personal Information from DOL; it does not apply if the Recipient does not receive Protected Personal Information from DOL.

PRIVACY REQUIREMENTS

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.

1. PRIVACY POLICY

Recipient must have a privacy policy that:

- a) Declares data is managed as an asset of the organization, and outlines appropriate controls for the protection of data, and
- b) 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.

2. PRIVACY NOTICE

Recipient must have a privacy notice available to inform the public how Recipient gathers, shares, uses, discloses, and manages Protected Personal Information.

3. INCIDENT RESPONSE PLAN

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:

- a) Procedures the Recipient uses to prepare for, detect, respond to, and recover from Incidents or Breaches,
- b) Notification to DOL; and
- c) Notification in accordance with chapter 19.255 RCW or RCW 42.56.590.

4. PRIVACY IN SYSTEM DEVELOPMENT, OPERATION AND MAINTENANCE

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."

5. TRAINING

The Recipient must train its personnel, including contractors, with access to Protected Personal Information on its privacy policy.

DOL may update these Privacy Requirements as may be required by state policy or law.

DATA SECURITY REQUIREMENTS

1. 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).

2. 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.

3. 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.

4. DATA AND MEDIA SANITIZATION

Recipient must have a data and media sanitization policy that aligns with current revised NIST SP 800-88 guidelines for media sanitization that includes:

- a) "Clearing" Protected Personal Information from media once the Protected Personal Information has met the retention policy required in Section 3, *Data Minimization*.
- b) "Purging" Protected Personal Information from media when media are reused for purposes within the organization but will not store Protected Personal Information.
- c) "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:

- a) Written request by DOL, or
- b) Termination of this Agreement.

DATA SECURITY REQUIREMENTS – HARD COPY RECORDS

All Protected Personal Information in hard copy form must be secured as follows:

1. HARD COPY STORAGE

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.

2. HARD COPY TRANSPORTATION

- a) 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.
- b) 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 – OFFSHORING

1. OFFSHORING – ELECTRONIC RECORDS

- a) 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.
- b) Recipient may not, without advance written approval from DOL:
 - i. Directly or indirectly (including through Subrecipients) transmit Protected Personal Information outside the United States, or
 - ii. Allow access to Protected Personal Information from outside the United States.

2. OFFSHORING – HARD COPY

- a) Recipient must maintain all hard copies containing Protected Personal Information at locations in the United States.
 - b) 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.
-

PERMISSIBLE USE REQUIREMENTS

1. 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:

- a) Permissible Use(s) of Protected Personal Information as authorized in the Agreement,
- b) 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,
- c) Penalties for Breach of Protected Personal Information, and
- d) Identifying and reporting an Incident or Breach of Protected Personal Information.

2. PERMISSIBLE USE

Recipient must verify its use and disclosure of the Protected Personal Information is in accordance with the Permissible Use(s) established in this Agreement.

3. MONITORING PERSONNEL

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.

ATTACHMENT C - SUBRECIPIENT REQUIREMENTS

The Recipient must apply these Subrecipient Requirements to any Subrecipient that receives Protected Personal Information directly from the Recipient in the following order.

1. SUBRECIPIENT POLICY AND PROCEDURES

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.

2. REQUIRED VETTING OF SUBRECIPIENTS

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. Recipient has an on-going obligation to ensure Subrecipients maintain the qualifications allowing them access to the Protected Personal Information.

3. CONTRACT WITH SUBRECIPIENT

Prior to providing or continuing to provide Protected Personal Information to a Subrecipient, Recipient must have a written contract with the Subrecipient that incorporates this Agreement into the Subrecipient Contract so that the Subrecipient is fully aware 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.

The Subrecipient contract must:

- 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,
- 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,
- 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,
- 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,
- 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,
- 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,
- 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
- h) As applicable, Require the Subrecipient to obtain prior written consent from the Requester before requesting a Driving Record for employment/prospective 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*.

4. SUBRECIPIENT NON-DISCLOSURE AGREEMENTS

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, 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.

5. LIMITED ACCESS AND USE

Recipient must have controls to limit Subrecipient access to Protected Personal Information for only uses authorized in the Subrecipient contract.

6. COMPLIANCE

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 the *Privacy and Security Requirements* in Attachment B, as passed through in the Subrecipient's data sharing agreement with the Recipient. Recipient 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
- b) Suspend or terminate Subrecipient's access and use of Protected Personal Information.

7. SUBRECIPIENT LIST

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.

The list at a minimum, must contain the following information:

- a) Recipient name,
 - b) Date of the list,
 - c) All Subrecipient and Customer names, with their respective trade (doing business as) names,
 - d) Unique ID number for each entity requesting a driving record, as applicable,
 - 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),
 - f) If the entity is Offshoring Protected Personal Information, and if so, to where and for what Permissible Use,
 - g) Whether the entity receives and processes Protected Personal Information (versus Recipient processing Protected Personal Information on the entity's behalf),
 - 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.

Recipient must keep the list for a minimum of five (5) years.

8. SUBRECIPIENT DISQUALIFICATION

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.

9. OFFSHORING BY SUBRECIPIENT

Recipient must not allow any Subrecipient to Offshore Protected Personal Information unless Recipient obtains permission for Subrecipient to do so.

ATTACHMENT D – AUDIT REQUIREMENTS

1. AUDIT AUTHORITY

Audits are required when DOL provides Data containing Protected Personal Information, pursuant to RCW 46.22.010.

2. AUDIT SCOPE AND CRITERIA

- a) Data Security audits will address one or more of the following areas of this Agreement:
 - i. Privacy Requirements in Attachment B
 - ii. Data Security Requirements in Attachment B
 - iii. Terms and conditions of this Agreement
- b) Permissible Use audits will address one or more of the following areas of this Agreement:
 - i. Privacy Requirements in Attachment B
 - ii. Permissible Use Requirements in Attachment B
 - iii. Subrecipient Requirements in Attachment C
 - iv. Terms and conditions of this Agreement
- 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.
 - i. Data Licensing Statement(s) in Attachment A
 - ii. Subrecipient Requirements in Attachment C

3. AUDIT OBJECTIVES

To determine if:

- a) Recipient has adequate internal controls (policies, procedures, monitoring, etc.) in place to provide reasonable assurance that requirements in scope are achieved.
- b) The internal controls are operationalized and effective.
- c) Recipient materially complies with Agreement requirements.

4. AUDIT REQUIREMENTS

	Data Security Audits	Permissible Use Audits	Consent Audits, as applicable
Due Date or Timeline	<ul style="list-style-type: none">• Recipient must obtain and provide a complete audit report and submit it to DOL on or before November 18, 2022.• DOL may consider Data Security audits performed in the previous twelve (12) months.	<ul style="list-style-type: none">• Set by DOL• DOL will provide a minimum three (3) months' advance notice of an audit date.	<ul style="list-style-type: none">• Set by DOL• DOL will provide a minimum three (3) months' advance notice of an audit date.

	<ul style="list-style-type: none"> • Extensions may be granted due to conditions beyond the control of the Recipient. <ul style="list-style-type: none"> ○ A written request for an extension must be submitted in advance of the due date. ○ The request must describe the work done to-date to produce the audit and demonstrate progress toward delivering an audit report. 		
Audit Cycle	<ul style="list-style-type: none"> • At DOL’s discretion. • The standard cycle is one audit every three (3) years, measured from the due date of any prior audit report. • At DOL’s discretion, audits can be required outside the three-year audit cycle when DOL has reason to suspect that the Recipient is in non-compliance with this Agreement. • Exceptions to the standard may be granted; in such cases, no less than one audit every four (4) years, measured from the due date of any prior audit report. 	<ul style="list-style-type: none"> • At DOL’s discretion. • The standard cycle is one audit every three (3) years, measured from the due date of any prior audit. • At DOL’s discretion, audits can be required outside the three-year audit cycle when DOL has reason to suspect that the Recipient is in non-compliance with this Agreement. • Exceptions to the standard may be granted; in such cases, no less than one audit every four (4) years, measured from the date any prior audit was conducted. 	<ul style="list-style-type: none"> • At DOL’s discretion.
Audit Standards	<ul style="list-style-type: none"> • The engagement package is based on attestation standards established by the American Institute of Certified Public Accountants and Government Auditing Standards issued by the Comptroller General of the United States, • State agencies that must comply with the Office of the Chief Information Officer (OCIO) Policy 141, Securing Information Technology Assets, may benefit from audits conducted using audit standards developed and published by the Washington State Auditor’s Office (SAO), or • Agreed upon procedures for DOL audits published by the Washington State Auditor’s Office (SAO). 	<ul style="list-style-type: none"> • Audit process and procedures developed by DOL; to be shared in advance of the audit. 	<ul style="list-style-type: none"> • Audit process and procedures developed by DOL; to be shared in advance of the audit.
Auditor Qualification and Selection	<ul style="list-style-type: none"> • Auditors must meet the auditor qualifications as determined by DOL. • Audits must be conducted by DOL, or Independent Third-Party auditors selected by the Recipient. • Recipient is responsible to select the Independent Third-Party auditor. DOL may make available qualified audit firms. 	DOL or its designated agent will perform all Permissible Use audits.	DOL or its designated agent will perform all consent audits.

Cost of Audit	<ul style="list-style-type: none"> • Recipient is responsible for all costs associated with data security audits, including: <ul style="list-style-type: none"> ○ Independent Third-Party auditors ○ DOL staff labor when coordinating, scheduling, receiving, and reviewing the audit, to the point the final audit review is published. ○ If Recipient chooses to use a third-party auditor provided by DOL, Recipient must prepay the estimated audit costs to DOL. If the actual cost of the audit differs in amount from the amount prepaid, DOL will reimburse or invoice Recipient the difference. ○ All travel expenses of DOL personnel when conducting the audit in-person, including per diem. • DOL will notify Recipient in advance when DOL's costs of performing or reviewing the audit will exceed \$50,000. 	<ul style="list-style-type: none"> • Recipient is responsible for all costs associated with permissible use audits, including: <ul style="list-style-type: none"> ○ Independent Third-Party auditors ○ DOL staff labor when coordinating scheduling, and conducting the audit; and, drafting and reviewing the audit report, to the point the final report is published by DOL. An estimate will be provided prior to the audit. ○ All travel expenses of DOL personnel when conducting the audit in-person, including per diem. • DOL will notify Recipient in advance when costs of performing or reviewing the audit will exceed \$50,000. 	<ul style="list-style-type: none"> • Recipient is responsible for all costs associated with consent audits, including: <ul style="list-style-type: none"> ○ DOL staff labor when coordinating scheduling, and conducting the audit; and, drafting and reviewing the audit report, to the point the final report is published by DOL. An estimate will be provided prior to the audit. ○ An agent of DOL's choosing. ○ All travel expenses of DOL personnel or its agent when conducting the audit in-person, including per diem. • DOL will notify Recipient in advance when costs of performing or reviewing the audit will exceed \$50,000.
DOL Audit Invoice	Recipient must make final payment within thirty (30) days of receiving a DOL invoice for audit costs.		
Audit Terms	<ul style="list-style-type: none"> • An exception is a situation where DOL identified a condition making it possible for it to conclude the Recipient is not in full compliance with a requirement. • A material weakness in internal control is defined as a deficiency, or combination of deficiencies, in internal control over compliance such that there is a reasonable possibility that material noncompliance with the requirements in this Agreement, would not be prevented, or detected and corrected, on a timely basis. • A significant deficiency is defined as a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. 		
Audit Results	<ul style="list-style-type: none"> • Results will be formally communicated to Recipient by the DOL auditor noting all exceptions, including any significant deficiency or material weakness in internal control, noncompliance with this Agreement, laws or regulations, or abuse that come to the auditor's attention while conducting the engagement. • For Data Security Audits performed by auditors provided by DOL, and Permissible Use Audits, Recipient will have an opportunity to provide a management response, which would be added to the final report delivered to, or issued by, DOL. • A corrective action plan will be published with a final audit review or report when exceptions are identified. 		
Corrective Action Plans	<ul style="list-style-type: none"> • Are required for all exceptions identified in an audit or annual Statement of Compliance. • Within a timeframe acceptable to DOL, Recipient must submit a corrective action plan for each exception identified by the audit or annual Statement of Compliance. For each exception, the corrective action plan must outline the deliverable to correct the deficiency, and a timeline for completing all corrective actions. • DOL will determine whether Recipient is substantially complying with the corrective action plan. If Recipient is not in substantial compliance, then DOL may suspend access to the Data or take other actions as allowed in this Agreement. • Incomplete corrective actions under prior audits or annual statements of compliance are incorporated into this Agreement and will continue to be monitored by DOL to completion. 		