



REQUEST FOR PROPOSALS (RFP):
**RFP 325-081 CABIN CREEK AND ERLING STORDAHL TRAIL SYSTEMS
CROSS-COUNTRY SKI TRAIL GROOMING**

BRIEF DESCRIPTION: The Washington State Parks and Recreation Commission's Winter Recreation Program (Agency, State Parks or WSPRC) is seeking proposals from qualified firms to provide cross-country ski trail grooming services for designated trail systems located approximately 10 miles east of Snoqualmie Pass near I-90 exits 62 and 63 in Kittitas County, Washington state in the Cle Elum Ranger District of the Okanogan-Wenatchee National Forest.

Bids are due: Thursday, November 2, 2023, by 1:00PM, PST.

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

• See also §5 Responses – Preparation and Submission requirements	• See also §4.1 CHECKLIST of mandatory submittals
• See also §5.1 Submission of Responses	•

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

Email Inquiries to: See Section 1.6 Communication Regarding This competition.

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.

TABLE OF CONTENTS

1	SUMMARY OF OPPORTUNITY.....	4
1.1	ACQUISITION AUTHORITY	4
1.2	INTRODUCTION	4
1.3	SMALL AND DIVERSE BUSINESS PARTICIPATION:.....	5
1.4	BACKGROUND INFORMATION	5
1.5	PREBID CONFERENCE	6
1.6	COMMUNICATION REGARDING THIS COMPETITION	6
1.7	QUESTION AND ANSWER PERIOD:.....	6
1.8	COMPLAINT PERIOD:	7
1.9	PROCUREMENT SCHEDULE:.....	8
2	SUBMITTALS, and APPENDICES:	9
2.1	SUBMITTAL A: CERTIFICATIONS, ASSURANCES, AND WAIVER	9
2.2	SUBMITTAL B: BIDDER PROFILE	9
2.3	APPENDIX A: STATEMENT OF WORK (SOW)	9
2.4	APPENDIX B: WR-111 CROSS-COUNTRY SKI GROOMING STANDARDS	9
2.5	APPENDIX C: OPERATING PROCEDURE 85-09 TRAIL GROOMING	10
2.6	APPENDIX D: MAPS	10
2.7	APPENDIX E: SAMPLE CONTRACTS.....	10
3	SPECIAL TERMS:	10
3.1	BUSINESS STRUCTURE & EMPLOYEES (COMPLIANCE WITH LAW).....	10
4	RESPONSES - REQUIRED CONTENT, FORMAT, AND SCORING:	12
4.1	CHECKLIST OF MANDATORY SUBMITTALS	12
4.2	(SUBMITTAL A) – CERTIFICATIONS, ASSURANCES, AND WAIVER	13
4.3	(SUBMITTAL B) – BIDDER PROFILE.....	13
4.4	COMPETITION AMENDMENTS (IF ANY)	13
4.5	LIST AND DESCRIPTION OF EQUIPMENT (WITH PHOTOS).	13
4.6	BACK-UP PLAN FOR EQUIPMENT FAILURE.....	13
4.7	PROOF OF OWNERSHIP/CONTROL FOR THE EQUIPMENT LISTED.....	14
4.8	HOURLY PRICE FOR EACH PIECE OF EQUIPMENT	14
4.9	EXPERIENCE	14
4.10	PLAN OF OPERATION	14
4.11	CAPACITY TO CARRY OUT THE CONTRACT.....	15
4.12	SUBCONTRACTING NOT AUTHORIZED	15
4.13	OMWBE/ VETERAN OWNED BUSINESSES CERTIFICATION	15
4.14	LETTERS OF REFERENCE (PASS/FAIL).....	15
5	RESPONSES - PREPARATION AND SUBMISSION REQUIREMENTS.....	16
5.1	SUBMISSION OF BID RESPONSE	16
5.2	RESPONSE LAYOUT REQUIREMENTS.....	17
6	EVALUATION AND AWARD.....	17
6.1	DETERMINATION OF RESPONSIVENESS.....	17

6.1.1	REJECTED BIDS/BIDDERS & REJECTION NOTIFICATION & REJECTION RESPONSE.....	17
6.2	GENERAL EVALUATION PROVISIONS.....	18
6.3	RESERVATION ON EVALUATION.....	18
6.4	EVALUATION STEPS.....	18
6.4.1	PRELIMINARY EVALUATION (PROCEDURAL).....	18
6.4.2	SUBSTANTIVE EVALUATION: PHASE 1.....	19
6.4.3	SUBSTANTIVE EVALUATION: PHASE 2 (OPTIONAL).....	19
6.5	SELECTION OF APPARENT SUCCESSFUL BIDDER.....	20
7	ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER, PUBLIC DISCLOSURE, DEBRIEF, AND PROTESTS.....	20
7.1	ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER.....	20
7.2	PROCUREMENT RECORDS DISCLOSURE.....	20
7.3	DEBRIEFING OF BIDDERS.....	21
7.3.1	HOW TO REQUEST A DEBRIEF CONFERENCE.....	21
7.3.2	DEBRIEF MEETING, DISCUSSION, AND DELAY.....	21
7.3.3	DEBRIEF PREREQUISITE FOR PROTEST.....	21
7.4	PROTEST.....	22
7.4.1	GENERAL:.....	22
7.4.2	FORM AND CONTENT:.....	22
7.4.3	CONTENT LIMITATIONS:.....	22
7.4.4	SUBMISSION OF PROTESTS.....	22
7.4.5	GROUNDINGS WHICH MAY BE PROTESTED.....	23
7.4.6	MANAGER ASSIGNMENT AND REVIEW.....	23
7.4.7	PROTEST DETERMINATIONS AND FINDINGS.....	23
7.4.8	AGENCY DECISION IS FINAL.....	24
8	ADDITIONAL GENERAL PROVISIONS FOR ALL BIDDERS.....	24
8.1	ANNOUNCEMENT AND SPECIAL INFORMATION.....	24
8.2	CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES.....	24
8.3	AMENDMENTS TO THE COMPETITION.....	24
8.4	RESPONSIVENESS OF BIDDER'S RESPONSE.....	24
8.5	CLARITY AND CLARIFICATIONS.....	25
8.6	COST OF RESPONSE PREPARATION.....	25
8.7	OWNERSHIP OF RESPONSES.....	25
8.8	FINAL SELECTION & NO OBLIGATION.....	25
8.9	INCORPORATION OF RESPONSE IN CONTRACT.....	25
8.10	AGREEMENT TO WSPRC'S CONTRACT TERMS AND CONDITIONS.....	25
8.11	STATEWIDE VENDOR PAYMENT REGISTRATION.....	25
8.12	MINORITY WOMEN OWNED AND VETERAN OWNED BUSINESS.....	26
8.13	PUBLIC DISCLOSURE & WAIVER OF PROPRIETARY INFORMATION.....	26
8.14	CIVIL RIGHTS COMPLIANCE.....	26

1 SUMMARY OF OPPORTUNITY

1.1 ACQUISITION AUTHORITY

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

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

Duration of Contractual Relationship: State Parks plans a potential 10-year relationship broken into two fixed 5-year terms. Prior to the end of the first fixed 5-year term, State Parks and the awarded contractor will meet to discuss entering into a subsequent 5-year term, but a shorter period is allowed, and this will be accomplished via bilateral and mutual negotiation. Prior to the end of the initial up to 10-year relationship State Parks will engage the public meaning the trail grooming and/or snow removal community via a set of Requests for Information and/or other communication streams to gauge if in State Parks opinion there is any meaningful business operations and availability to warrant a new competition. If so, State Parks will compete and if not, a new up to 5-year term with the current contractor will be attempted. Community engagement would be on a similar cycle to gauge business operations and availability prior to a new up to 5-year term with the current contractor. This process may continue unless/until State Parks deems it beneficial to compete or the parties are unable to mutually negotiate a new up to 5-year term.

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

1.2 INTRODUCTION

The Washington State Parks and Recreation Commission's Winter Recreation Program (Agency, State Parks or WSPRC) is seeking proposals from qualified firms to provide winter maintenance service on designated trail systems in Washington State.

SOW, Maps, and Special Terms: See Section 2 – Submittals and Appendices.

The successful proponent will be awarded a five-year contract to provide winter maintenance services as explained in the scope of work for five winter seasons (typically December 1 through March 31), beginning December 1 and ending April 30.

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

Proposals will be evaluated based upon factors that include but are not limited to:

- a) The description of the equipment to be used (with photos).
- b) Equipment failure back-up plan.
- c) The demonstrated proof of ownership or control of the equipment.
- d) The hourly price of each piece of equipment.
- e) Experience of the Bidder.
- f) Plan of operations.
- g) Capacity of the firm to carry out the contract.

-
- h) Subcontracting not Authorized Statement and Acknowledgement.
 - i) OMWBE/Small, Veteran and diverse businesses.
 - j) Letters of Reference (fresh set).

1.3 **SMALL AND DIVERSE BUSINESS PARTICIPATION:**

State Parks strongly encourages the participation of minority and women-owned businesses, Veteran owned businesses and small businesses, as prime Consultants or Subconsultants.

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 Subconsultant basis. Bidders may go to <https://omwbe.wa.gov/directory-certified-businesses> to obtain information on certified firms.

SPECIAL NOTE: The U.S. Department of Defense funds a resource group generically called the **Procurement Technical Assistance Center (PTAC)**, which has multiple offices across the country. While these Centers do not speak for or supersede the competition document, the Centers can help a qualifying business in understanding and navigating the competition. Per WA-PTAC: "No cost, confidential, one-on-one technical assistance in all aspects of selling to federal, state, and local governments. We have eight locations across Washington State assisting small businesses with marketing to the government, solicitations, drawings, and other areas relating to government selling."

Link: [Washington PTAC - PTAC - Washington State Procurement Technical Assistance Center](#)

1.4 **BACKGROUND INFORMATION**

Washington State Parks' Winter Recreation Program has been in existence for 40 years and provides access to winter recreational opportunities for thousands of people across the state each winter. These recreational activities include cross-country skiing, snowmobiling, snow biking, snowshoeing, skijoring, dog-sledding, fat tire biking, and other snow-based activities carried out on lands owned by or administered by State Parks under agreements with other organizations. Over its life, the program has grown exponentially, and now includes 136 Sno-Park parking areas statewide for motorized and non-motorized trail access. Some Sno-Parks are shared by both motorized and non-motorized uses. Associated with these Sno-Parks are more than 3,000 miles of winter trails that are provided and maintained in cooperation with federal, state, county and local agencies, snowmobile clubs, ski clubs, private landowners and contractors. State Parks has also designated five snow-play areas that are serviced by Sno-Parks, providing access for tubing and other snow-based recreational activities.

The dramatic increase in recreational demand since inception of the program has necessitated an evolving management response to ensure that parking lots are constructed, maintained and plowed, restrooms provided, trails maintained and groomed, signs posted, rules enforced, conflicts resolved, and visitors kept informed. The successful proponent will be providing a valuable service to the public through the Winter.

1.5 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 **Monday, October 9, 2023**. The email subject line must include 325-081 RSVP.

Example email subject line: 325-081 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 (Pacific local time) 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.

1.6 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 addresses below.

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 responses posted on Washington Electronic Business Solutions (WEBS) are deemed official. All other 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 not considered.

- Section 1.5 - Pre-Bid Conference
- Section 1.7 - Question and Answer Period (*see specific email address*)
- Section 1.8 - Complaint Period (*see specific email address*)
- Section 5.1 - Submission Of Bid Response (*see specific email address*)
- Section 7.2 - Procurement Records Disclosure (*see specific email address*)
- Section 7.3.1 - How To Request a Debrief Conference (*see specific email address*)
- Section 7.4.4 - Protests – Submission of Protests (*see specific email address*)

1.7 QUESTION AND ANSWER PERIOD:

- Bidders may ask questions at any time, however, the WSPRC needs time to formulate a response and post the response on WEBS. Responses to questions 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 1.9 – Procurement Schedule
 - 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: **325-081 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.

1.8 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 1.9 – 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: **325-081 Complaint**

- 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.

1.9 PROCUREMENT SCHEDULE:

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

Activity	Due Dates	Time
RSVP Prebid Conference	10/09/2023 See additional details in Section 1.5 – Prebid Conference	NA
Prebid Conference	10/12/2023 See additional details in Section 1.5 – Prebid Conference	11:30AM-12:00PM PST
Question Period	9/20/2023 – 10/14/2023 See additional details in Section 1.7 – Question and Answer Period.	NA
Answer Period	10/10/2023 – 10/17/2023 , anticipated but may take longer. All Answer Responses will be posted on WEBS. See Section 1.7 – Question and Answer Period	
Bidder's Response – Deadline	11/02/2023 See also: Section 5 - Responses - Preparation And Submission Requirements. See also Section 4.1 CHECKLIST OF MANDATORY MATERIALS	1:00PM
Announcement of Apparent Successful Bidder (ASB)	After the Bid's due date (deadline to submit bid responses) and following the evaluation, the state will Announce the Apparent Successful Bidder (ASB). See additional details in Section 7.1 – Announcement of Apparent Successful Bidder.	
Debriefing of Bidders	The Bidder wanting a Debrief must request a Debrief within three business days following the day of the Announcement of Apparent Successful Bidder (ASB). See additional details in Section 7.3 – Debriefing of Bidders	
Protest	The DEBRIEFED Bidder wanting to submit a protest must submit a Protest within five business days following the day of the Debrief. See additional details in Section 7.4 - Protests	

2 SUBMITTALS, and APPENDICES:

2.1 SUBMITTAL A: CERTIFICATIONS, ASSURANCES, AND WAIVER

SUBMITTAL A is a document that must be completed, signed, and returned with the bid response. Failure to include this SUBMITTAL as instructed may result in the bid being found nonresponsive and disqualified from further examination.

This document is separately posted on the Washington Electronic Business Solutions (WEBS) which is the state's bid notification system along with this document.

The Certifications, Assurances, and Waiver is incorporated by reference into the competition and by extension, into any resulting contract.

The document's file name includes "SUBMITTAL A"

2.2 SUBMITTAL B: BIDDER PROFILE

SUBMITTAL B is a document that must be completed and returned with the bid response. Failure to include this SUBMITTAL as instructed may result in the bid being found nonresponsive and disqualified from further examination.

This document is separately posted on the Washington Electronic Business Solutions (WEBS) which is the state's bid notification system along with this document.

The Bidder Profile is incorporated by reference into the competition and by extension, into any resulting contract.

The document's file name includes "SUBMITTAL B"

2.3 APPENDIX A: STATEMENT OF WORK (SOW)

APPENDIX A is a document that must be reviewed so that the Bidder can understand the body of work (statement of work) and expectations and author a competent bid response.

For purposes of this competition the terms Statement of Work and Scope of Work are used interchangeably and either may employ "SOW" as a shortened for of the name.

This document is separately posted on the Washington Electronic Business Solutions (WEBS) which is the state's bid notification system along with this document.

The SOW is incorporated by reference into the competition and by extension, into any resulting contract.

The document's file name includes "APPENDIX A"

2.4 APPENDIX B: WR-111 CROSS-COUNTRY SKI GROOMING STANDARDS REV. 1/20

APPENDIX B is a document that must be reviewed so that the Bidder can understand the body of work (statement of work) and expectations and author a competent bid response.

This document is separately posted on the Washington Electronic Business Solutions (WEBS) which is the state's bid notification system along with this document.

The standard is incorporated by reference into the competition and by extension, into any resulting contract.

The document's file name includes "APPENDIX B"

2.5 APPENDIX C: OPERATING PROCEDURE 85-09 TRAIL GROOMING 3/30/2020

APPENDIX C is a document that must be reviewed so that the Bidder can understand the body of work and expectations and author a competent bid response.

This document is separately posted on the Washington Electronic Business Solutions (WEBS) which is the state's bid notification system along with this document.

The Procedure is incorporated by reference into the competition and by extension, into any resulting contract.

The document's file name includes "APPENDIX C"

2.6 APPENDIX D: MAPS

The MAP is very important to understanding the context of the work, expectations, and crafting a competent bid response.

Appendix D is separately posted on the Washington Electronic Business Solutions (WEBS) which is the state's bid notification system along with this document.

The Map is identified under e-file name(s):

The document's file name includes "APPENDIX D" Maps and photos.

2.7 APPENDIX E: SAMPLE CONTRACTS

The Sample Service Contract and the Sample Task Order Contract are documents which give insight into what the resulting contract may include in addition to the other documents identified herein.

These documents are separately posted on the Washington Electronic Business Solutions (WEBS) which is the state's bid notification system along with this document.

The document's file name includes "Sample Contracts" and includes two embedded files:

- **Sample Service Contract**
- **Sample Task Order Contract**

3 SPECIAL TERMS:

3.1 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 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.

Continued on next page.

4 RESPONSES - REQUIRED CONTENT, FORMAT, AND SCORING:

4.1 CHECKLIST OF MANDATORY SUBMITTALS

The following list in the table in this subsection identifies the content that must be included in each responsible submission. 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. **THIS TABLE MAY BREAK OVER TWO PAGES.**

#	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	Submittal A, Section 2.1 Section 4.2	
2	Bidder Profile (form provided)	P/F	Submittal B, Section 2.2 Section 4.3	
3	Competition Amendments (if any)	P/F or Scored	Section 8.3, Section 4.4	
4	List and description of Equipment with Photos (self-authored)	Scored up to 25 points.	Section 4.5	
5	Back-up Plan if Equipment Fails (self-authored)		Section 4.6	
6	Proof of Ownership/Control of Equipment (vehicle titles, bills of sale, receipts, purchase agreements, statements of ownership)		Section 4.7	
7	Hourly price of Each Piece of Equipment (self-authored)	Scored up to 30 points.	Section 4.8	
8	Experience (self-authored)	Scored up to 35 points.	Section 4.9	
9	Plan of Operation (self-authored)		Section 4.10	
10	Capacity of the firm to carry out the contract (self-authored)		Section 4.11	
11	Subcontracting not Authorized Statement/Acknowledgement (self-authored)		Section 4.12	
12	Certified veteran-owned and/or Washington small, diverse business (self-authored)	10 points.	Section 4.13	
13	Letters of References (provided by bidder) (fresh dates)	P/F	Section 4.14	

4.2 (SUBMITTAL A) – CERTIFICATIONS, ASSURANCES, AND WAIVER

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

Submittal A – Certifications is evaluated on a pass/fail basis.

Must be signed or your submittal will be considered non-responsive.

4.3 (SUBMITTAL 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 are additional pages that the Bidder may have to attach depending on the Bidder's response.

Submittal B - The Bidder Profile is evaluated on a pass/fail basis.

4.4 COMPETITION AMENDMENTS (IF ANY)

As explained in Section 8.3 – 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 disqualification and rejection.

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

EQUIPMENT (4.5 – 4.7) - This portion of your bid response has a combined score of up to 25 points.

4.5 LIST AND DESCRIPTION OF EQUIPMENT (WITH PHOTOS).

(Scored)

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

Bidder list and describe equipment proposed to be used to provide required services, (including manufacturer, model, age, engine hours, etc.) **INCLUDE PHOTOS** (which do not need to be glossy originals but can be copies as long as they are of good quality, clear and in color).

Bidder please be clear how you assemble and group this information. You may provide more than one photo per piece of equipment, but the evaluators need to be able to align and understand the information. Please clearly segment and mark each piece equipment and its accompanying photo(s) as #1, #2, #3 or Equip 1, Equip 2, Equip 3, or some similar type of alpha-numerical designation. Clear designation will be important in aligning the equipment to the Hourly Costs part of the bid response.

4.6 BACK-UP PLAN FOR EQUIPMENT FAILURE

(Scored)

Bidder this part of your bid response is self-authored by you, no form is provided. Bidder explain your back-up plan should your equipment fail.

4.7 PROOF OF OWNERSHIP/CONTROL FOR THE EQUIPMENT LISTED

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

Bidder for each piece of equipment you've listed in the section above include proof of ownership and/or control.

Proof may be in the form of vehicle titles, bills of sale, receipts, purchase agreements, statements of ownership.

Please mark these documents as you did for the list of equipment (with photos) and make sure they align with each other.

EQUIPMENT PRICING (4.8) This portion of your bid response is scored up to 30 points.

4.8 HOURLY PRICE FOR EACH PIECE OF EQUIPMENT

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

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

WSPRC suggest that you display this information as a lined table (columns and rows). However, it is displayed, it must be marked to align with the Equipment List.

EXPERIENCE AND CAPACITY (4.9 – 4.12) This portion of your bid response has a combined score of up to 35 points.

4.9 EXPERIENCE

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

Bidder describe your experience providing like services in the past, including where you have groomed, and what type of equipment you have operated.

4.10 PLAN OF OPERATION

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

Bidder give a detailed description of your proposed plan of operation, including: where your grooming equipment will be stored and staged during the contract season; and an explanation of the personnel that will operate the grooming equipment, including a description of their experience. The Plan of Operation is your opportunity to explain your knowledge of the most important elements of trail grooming. It must also explain your familiarity with this trail system, your understanding of the challenges of grooming in this area, and how you will address the challenges of this area. **Please note: If the equipment you are proposing to use is already in use to perform services at another location, or if you are a current contractor for other trail grooming contracts, you must explain in your Plan of Operation how you intend to utilize the same equipment at different locations, or if you can deploy other equipment that you possess.**

4.11 CAPACITY TO CARRY OUT THE CONTRACT

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

This Request for Proposals (RFP) is the first of four (4) Trail Grooming RFPs that are being released by the Winter Recreation Program this year seeking trail grooming services. **Bidders that respond to more than one RFP, or hold existing grooming contracts, must explain within their responses how they would provide grooming services in more than one area, in the event that they are selected as the successful proponent in this competition and in more than one area.**

Bidder please address and explain your capacity for carrying out this contract. Explain your current contract obligation(s) and your desire (if any) to secure other contracts. Explain how you will manage the current and desired workload to ensure this contract will not suffer in anyway.

4.12 SUBCONTRACTING NOT AUTHORIZED

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

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

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

Bidder: if this is not part of your bid response, your bid may be considered non-responsive by WSPRC.

CERTIFIED VETERAN-OWNED / WASHINGTON SMALL BUSINESS (4.13) This portion of your bid response is scored 10 points.

4.13 OMWBE/ VETERAN OWNED BUSINESSES CERTIFICATION

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

• **Title this “4.13 OMWBE/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 subcontractors to awarded bidders.

Please include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises, Washington State Certified Small Business, and/or Certified Veteran-Owned Businesses. Alternatively, if you are a small business registered in Washington's Electronic Business Solution (WEBS), we will verify your registration to determine your eligibility.

4.14 LETTERS OF REFERENCE (PASS/FAIL)

Bidder this part of your bid response requires you to submit letters of reference from other parties, no form is provided.

Bidder must provide at least **THREE** Letters of Reference **WITH FRESH DATES** (approximately within 90 days of the competition's posting date).

Provide current professional references of your work experience performing 'trail grooming services' services as recognized by: winter recreation clubs; state or national associations; land managers; government agencies and other organizations; other contractors; other companies; community officials; and others with direct knowledge of your skills and abilities performing trail grooming services. WA State Parks and Recreation Commission staff cannot act as a reference in this situation.

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.

5 RESPONSES - PREPARATION AND SUBMISSION REQUIREMENTS

5.1 SUBMISSION OF BID RESPONSE

Responses are due on: See Face-page for exact date and time
--

Washington State 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, review the PDF file one last time, and then attach the PDF file to your business email and send it to WSPRC. See also, Submittal 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 the bid response to: BidBox@parks.wa.gov.

You are welcome to follow up with an email to Contracts@parks.wa.gov and ask confirmation of receipt and the Contracts Specialist can send a reply to the sender of the bid response. However, our ability to respond is not instantaneous, not guaranteed, and works best of there's at least three (3) business days of time to respond.

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

Example email subject line: 325-081 Bid ACME Inc.
--

Example email subject line: 325-081 Bid John Smith Construction LLC
--

Example email subject line: 325-081 Bid Microsoft Inc.

CAUTION: Submit your bid response early as a safeguard against any technological slow-down or delays and/or malfunctions. Bids received after the deadline for any reason, no matter the cause, regardless of responsibility, will be rejected. When and whatever time the email comes in, the Contracts Specialist will reference the email's timestamp to determine responsiveness.

5.2 RESPONSE LAYOUT REQUIREMENTS

All pages should be consecutively numbered, contain the name of the Bidder, and the respective section reference, requirement, or question to which it applies. The required information may be located at the top or bottom (header or footer) of each page, but the location should be consistent throughout.

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

6 EVALUATION AND AWARD

6.1 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.

6.1.1 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 6.4.1 - Preliminary Evaluation (Procedural) and all of this section's subparts.

If WSPRC determines that a bid or Bidder must be rejected under 6.4.1 and/or subparts, WSPRC will send a rejection notification to the email address provided by the Bidder in the Bidder Profile form (Submittal B) and/or as a reply to the email that contained the bid response. 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.

- 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: **325-081 Rejection**

- The Bidder must explain how and why WSPRC erred in rejecting the Bidder's bid under Section 6.4.1 - 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 6.1.1), 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 7.3 – Debriefing of Bidders and Section 7.4 – Protests for expanded details about the process and what WSPRC will recognize as legitimate.

6.2 GENERAL EVALUATION PROVISIONS

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

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

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

6.3 RESERVATION ON EVALUATION

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 begin by December 1, 2023. Failure to provide satisfactory evidence may be grounds for submittal rejection.

6.4 EVALUATION STEPS

6.4.1 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.
- 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 Submittal B – Bidder Profile. See also Section 6.1.1 – Rejected Bids/Bidders & Rejection Notification & Rejection Response. Wait out the time period to submit a rejection response and if one is received, consider if the earlier decision stands or if the Bidder presents a credible case for inclusion into the evaluation. Otherwise, advance the bid(s) to Section 6.4.2 – Substantive Evaluation: Phase 1.

6.4.2 Substantive Evaluation: Phase 1

THIS PART IS DONE BY THE CONTRACTS, GRANTS AND PROCUREMENT TEAM:

- 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):

THIS PART(S) IS DONE BY THE CUSTOMER AND/OR CUSTOMER EVALUATION TEAM:

- 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.

6.4.3 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.

6.5 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 (Submittal B) - Primary Contact Person for Questions/Contract Negotiations.

7 ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER, PUBLIC DISCLOSURE, DEBRIEF, AND PROTESTS

7.1 ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER

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 (Submittal 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, 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.

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.

7.2 PROCUREMENT RECORDS DISCLOSURE

Procurement records for this competition cannot be released or viewed until after the Announcement of Apparent Successful Bidder (ASB); see Section 7.1 – Announcement of Apparent Successful Bidder.

A Bidder may request copies of the competition records, including the solicitation and evaluation documents or may inspect the competition records.

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 325-081 Cabin Creek and Erling Stordahl Trail Systems - Cross-Country Ski Trail Grooming.**

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

See also: Section 8.13 - PUBLIC DISCLOSURE & WAIVER OF PROPRIETARY INFORMATION

7.3 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).

7.3.1 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: **325-081 Debrief**

7.3.2 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).

7.3.3 Debrief Prerequisite For Protest

A Debriefing Conference is a prerequisite to Protesting the Competition.

7.4 PROTEST

7.4.1 General:

This protest process is not governed by Washington's Administrative Procedures Act (APA), RCW 34.05, 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.

7.4.2 Form And Content:

All protests must:

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

7.4.3 Content Limitations:

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

7.4.4 Submission Of Protests

- All protests must be submitted within 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: **325-081 Protest**

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

7.4.5 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 6.1.1 - Rejected Bids/Bidders & Rejection Notification & Rejection Response, failing to timely avail itself of the Rejection Response period.

7.4.6 Manager Assignment And Review

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

7.4.7 Protest Determinations And Findings

The Manager's protest determination may:

- Find the protest lacking in merit and reject the protest;
- Find only technical or harmless errors in 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.

7.4.8 Agency Decision is final

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

8 ADDITIONAL GENERAL PROVISIONS FOR ALL BIDDERS

8.1 ANNOUNCEMENT AND SPECIAL INFORMATION

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

8.2 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

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

8.3 AMENDMENTS TO THE COMPETITION

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.

8.4 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 1.5 – 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.

8.5 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 a clarification; they may evaluate the response as provided.

8.6 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.

8.7 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.

8.8 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.

8.9 INCORPORATION OF RESPONSE IN CONTRACT

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

8.10 AGREEMENT TO WSPRC'S CONTRACT TERMS AND CONDITIONS

Attached as Appendix E 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.

8.11 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.

8.12 MINORITY WOMEN OWNED AND VETERAN OWNED BUSINESS

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.

State Parks 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.



8.13 PUBLIC DISCLOSURE & WAIVER OF PROPRIETARY INFORMATION

WSPRC is subject to the Public Records Act, chapter 42.56 RCW. Bid submissions and evaluations may not be disclosed while the competition is pending (RCW 39.26.030); however, all of the submissions and evaluations may be disclosed after the Announcement of the Apparent Successful Bidder.

The Bidder, by signing and submitting the Certification and Assurances and Waiver (Submittal A), is providing to the State of Washington and the Washington WSPRC's and Recreation Commission a full and complete Waiver and Release of Information.

8.14 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.

***** END OF PRIMARY COMPETITION DOCUMENT *****



SUBMITTAL A: CERTIFICATIONS, ASSURANCES, AND WAIVER
(return this page with your bid response)

This document is a competition SUBMITTAL (SUBMITTAL A) and must be signed and returned with your bid response.

- 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



SUBMITTAL A: CERTIFICATIONS, ASSURANCES, AND WAIVER
(return this page with your bid response)

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.



SUBMITTAL A: CERTIFICATIONS, ASSURANCES, AND WAIVER
(return this page with your bid response)

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:** 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, review the PDF file one last time, and then attach the PDF 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>	RFP 325-081 CABIN CREEK/ERLING STORDAHL TRAIL SYSTEMS-CROSS-COUNTRY SKI TRAIL GROOMING
Bidder’s Company Name	
Bidder’s Printed Name	
Bidder’s Wet Signature (use blue ink)	
Place of Signature (City & State)	
Date	



SUBMITTAL B: BIDDER PROFILE (return this page with your bid response)

This document is a competition SUBMITTAL (SUBMITTAL B) and must be signed and returned with your bid response.

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

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

COMPANY INFORMATION:

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

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

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

(c)	A list identifying which parties of the organization have the authority to sign contracts/ amendments on behalf of the 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:	Extension:

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



SUBMITTAL B: BIDDER PROFILE (return this page with your bid response)

(i)	WA State UBI	
-----	--------------	--

(j)	Statewide Vendor Number (SWV)	
-----	-------------------------------	--

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	
-----	-----------------------------------	--



APPENDIX A – STATEMENT OF WORK (CROSS COUNTRY SKI TRAIL GROOMING)

1. INTRODUCTION

The Washington State Parks and Recreation Commission's Winter Recreation Program (State Parks or the Agency) is seeking proposals from qualified firms to provide cross-country ski trail grooming services for designated trail systems located approximately 10 miles east of Snoqualmie Pass near I-90 exits 62 and 63 in Kittitas County, Washington state in the Cle Elum Ranger District of the Okanogan-Wenatchee National Forest.

SOW, Maps, Aerial Photos, Special Terms: See Section 2 – Scope of Work & Maps / Photos & Special Terms:

The successful proponent will be awarded a five-year contract to provide trail grooming services for five winter seasons (typically December 1 through March 31), beginning December 1, 2023, and ending April 30, 2028. The contract will require the selected contractor to groom approximately 20.4 miles of cross-country ski trails as explained in the scope of work below.

Capacity: This Request for Proposals (RFP) is the third of four (4) Trail Grooming RFPs that are being released by the Winter Recreation Program this year seeking trail grooming services. **Proponents that respond to more than one RFP, or hold existing grooming contracts, must explain within their responses how they would provide grooming services in more than one area, in the event that they are selected as the successful proponent in more than one area.**

2. GENERAL

The services described below are needed by the Washington State Parks & Recreation Commission (Agency, State Parks, or WSPRC).

The successful proponent will be required to perform the following work or provide the following services for five winter seasons (typically from December 1 through March 31), beginning December 1, 2023, and ending April 30, 2028.

The primary purpose of trail grooming is to smooth and compact high-use trails, eliminating moguls and rough areas, creating set tracks and smooth skate lanes, and creating a safe skiing surface. The Contractor shall be required to provide specified trail grooming services on the trails designated in this RFP. Trail grooming also requires clearing downed trees from the trail after windstorms and heavy snow events, and ensuring the trail is safe for winter recreation. The Contractor is required to provide specified trail grooming services of approximately 20.4 miles of designated cross country ski trails (providing set tracks and skate lanes).

The successful proponent will be awarded a five-year contract to provide trail grooming services for five winter seasons (typically December 1 through March 31), beginning December 1, 2023, and ending April 30, 2028. The USFS determines official season road openings and closures. The contract will require the selected contractor to groom cross-country ski trails as explained in the scope of work below.

Please see the maps in the appendix identifying the areas designated trails required to be groomed. The USFS land manager and Parks may make changes to the map prior to each grooming season.



APPENDIX A – STATEMENT OF WORK (CROSS COUNTRY SKI TRAIL GROOMING)

For reference, please read Parks Operating Procedure # 85-09 Trail Grooming, and WR-111 Cross Country Ski Trail Grooming Standards.

SUBCONTRACTING IS NOT AUTHORIZED WITHOUT THE EXPRESSED WRITTEN APPROVAL OF WSPRC. **Note:** The Bidder's bid response must assume subcontracting is not available and stand on its own merit without the use of subcontracting services.

3. FUTURE WINTER SEASONS

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

The WRAC approved the 2023/24 season budget for this contract area for a maximum of \$174,411.00.

4. TYPE AND CONDITION OF GROOMING EQUIPMENT:

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

A. GROOMER & IMPLEMENTS

- 1 Every snow grooming machine must meet all of the following requirements.
- 2 Snow groomer and towed equipment shall be capable of enduring extensive loading stress due to deep snow and mountainous terrain, with a closed, heated cab.
- 3 Snow groomers shall be capable of grooming a path of a width of at least ten (10) feet in a single pass for the safety of cross-country skiers, and a track setter shall also be employed. The blade of each groomer must be greater than the width of the groomer tracks and greater than the width of the rear tiller, compactor bar or drag, in order to be capable of pulling snow from the outside of the trail to fill depressions on the inside of the corners. When required, a narrower blade must be employed to ensure contact with the trail surface and avoid scraping beyond the trail edges.
- 4 The tracks of the snow groomers shall each be at least thirty-six (36) inches wide for two-track machines and twenty-six (26) inches wide for four-track machines in order to provide the proper flotation in soft snow conditions.
- 5 Snow groomers must be equipped with a tiller, and a drag or compactor bar when necessary.
- 6 Snow groomer tillers, drags or compactor bars shall have a minimum width of ten (10) feet in order to achieve at least a 10-foot-wide finished trail surface.
- 7 A snowmobile and attached drag (such as a ginzu groomer) is desirable for early or late season grooming operations when a snow-cat is too heavy to be utilized.



8 COMMUNICATIONS

Snow groomer shall be equipped with a two-way radio, or two-way satellite text service, or a cellular or satellite phone to provide communications capability throughout the trail system. In addition, the groomer must be equipped with a position tracking system that will enable emergency communications and provide progress tracking capability that can be monitored by third parties and the Agency. The Contract will require that the successful Contractor cooperate with the Agency in the proper installation and utilization of a tracking system that is acceptable to the Agency, at the Contractor's expense. The Agency, at its discretion, may provide financial assistance to the Contractor in procurement, installation and operation of such system in annual budget deliberations. The 2018-2023 season's GPS equipment was leased, and no expense was incurred by the contractor. There is no guarantee this will occur every season.

9 FIRST AID

Snow groomer shall be equipped with a 24-unit first aid and survival kit.

10 LIGHTING

Snow groomer equipment shall be equipped with at least one top-mounted rotating beacon or strobe light with a back-up rotating beacon (separately fused) and backup lights (two working together). Each snow groomer shall be equipped with at least four forward-facing halogen or LED headlights, or equivalent forward-facing headlights.

11 WARNING DEVICES

Snow groomer equipment shall be equipped with flares and/or other warning devices in case of breakdown.

12 BACK-UP ALARM

Snow groomer shall be equipped with a "backup alarm," capable of signaling when the groomer is engaged to drive in reverse.

13 HOUR METER

Snow groomer equipment shall be equipped with an accurate and functioning hour meter.

14 FUEL CAPACITY

Snow groomer shall have adequate fuel capacity to complete its scheduled route without refueling.

15 SPEED

Snow groomer shall have the ability to operate with the grooming implements (e.g. tiller, drag or compactor bar) engaged in operation at a safe yet effective speed. Five (5) mph is the accepted best practice 'average grooming speed' when all conditions are favorable. Grooming consistently under 5 mph may trigger an investigation.

16 GROOMING EQUIPMENT TERRAIN SPECIFIC

The snow groomer equipment and associated attachments proposed to be utilized by the contractor must be capable of performing/meeting the requirements set forth herein. Therefore, the respondent must be familiar with the terrain of the areas to be groomed to ensure that the equipment offered is capable of performing the required services. The



APPENDIX A – STATEMENT OF WORK (CROSS COUNTRY SKI TRAIL GROOMING)

Agency reserves the right to require respondent to explain/demonstrate operator's capability and equipment capabilities to the Agency's satisfaction prior to award of a contract. Newer equipment will be preferred over older equipment, and respondents must also provide details on any equipment that will be provided as backup to ensure that service is not disrupted as a result of mechanical breakdown.

5. EXPERIENCE AND PERFORMANCE

A. GROOMER EQUIPMENT OPERATOR STANDARDS

Personnel operating snow grooming equipment must:

1. Operate equipment in a safe and appropriate manner.
2. Be courteous and considerate to the public, State Parks staff, partner agencies, landowner staff, the grooming council, grooming coordinators, and the Winter Recreation Advisory Committee (WRAC) members.
3. Report to the Washington State Parks Winter Recreation Program and the local grooming coordinator any hazardous conditions (equipment breakdown on groomed trails, downed trees, etc.) or when equipment must be left unattended on the trail. If equipment must be left, it shall be left in as safe a place as possible for the safety of trail users.
4. Arrangements for equipment parking and storage may be approved by Forest Service representative or other landowner when not in use. Regardless of the location selected to park equipment, the Contractor will be responsible for the security of the equipment.
5. Use flares and/or other warning devices to warn trail users of equipment hazards.
6. Complete required operation log forms and documentation as required (logs are to be the original, which are clean and legible).
7. Equipment operators should be selected based on ability to operate snow grooming equipment and be knowledgeable on the operating features of grooming equipment, grooming principles, procedures, maintenance schedules, and safe operating procedures. Operators should have a high degree of mechanical aptitude to deal with on the trail repairs and adjustments. Operators need to be dependable, consistent, and accountable. Paid operators will be preferred over volunteers.
8. Grooming operators with less than 2 years' experience will be placed on 'probation' status, and under close supervision from an experienced volunteer grooming coordinator, the local snowmobile clubs, and Agency staff. At least one Agency 'surprise' grooming inspection will be undertaken seasonally, and written agency approval will be required for every season any contractor has less than 2 winters grooming experience. Private grooming operators may be trained under internal company training programs from experienced operators, and not subject to probation if no public complaints are generated. The 5 year agreement will be terminated if a groomer under 'probation status' fails to correct grooming deficiencies or is unable to meet the agencies grooming standards.



APPENDIX A – STATEMENT OF WORK (CROSS COUNTRY SKI TRAIL GROOMING)

B. TRAIL GROOMING STANDARDS

Trail grooming will be accomplished in accordance with the following standards. For a complete list see WR-111 Cross Country Ski Trail Grooming Standards (will be attached to all snowmobile agreements). Trails shall be:

1. Groomed only after there is an average of twelve (12) to eighteen (18) inches of base snowfall at the trailhead with consistent snow depths of twelve (12) to eighteen (18) inches throughout the trail system. Early or late season grooming with lighter snowmobile grooming equipment (snowmobile with tiller/drag) may be allowed with Parks and land manager pre-approval.
2. Cross-country ski trails shall be groomed to achieve at least a ten (10) foot wide finished surface; and ski trails shall have finished surface for a skating lane with a set track to the side;
3. Groomed before and after heavy use periods (e.g. weekends, holidays, special events, etc.);
4. Groomed to eliminate significantly developed moguls or other irregular snow surfaces;
5. Groomed with no berm or ridges in the trail;
6. Cleared of snowdrifts and downed trees to provide a smooth trail surface;
7. Groomed so that all curves are flat or banked appropriately to provide safe and comfortable travel;
8. Groomed in rain only when there is a forecast of a cold front moving in within 24 hours;
9. Posted with signs according to the landowner signing guidelines manual. For example, signs shall warn of man-made hazards such as berms or other known obstacles;
10. Trails shall not be groomed during avalanche conditions, heavy winds or blue ice conditions.
11. Posted with signs according to the landowner signing guidelines manual. For example, signs shall warn of man-made hazards such as berms or other known obstacles.
12. Trails shall not be groomed during avalanche conditions, heavy winds or blue ice conditions.

6. DUTIES

A. GROOMING

Personnel operating snow grooming equipment must:

1. Grooming shall be performed during the lowest traffic times, and taking into consideration the safety of grooming personnel. Night or early morning grooming is preferred for public safety and for optimum trail temperature conditions. Grooming shall be performed to benefit the majority of users, recognizing the specific needs of each area as specified in the annual budget.
2. Grooming shall take place between December 1 and March 31 of each season, some areas may require adjustments to the start and end of the season due to other land management obligations such as hunting, other recreational opportunities, or other land



APPENDIX A – STATEMENT OF WORK (CROSS COUNTRY SKI TRAIL GROOMING)

management responsibilities. Any additional grooming must be approved by the Agency in writing prior to the commencement of grooming. Land manager approval will also be required.

3. Before commencement of grooming, the Contractor shall complete the contractual requirements regarding signage (see section entitled “Signing” below). The Contractor shall discontinue trail grooming activity on any trail not meeting the signage requirements during any portion of the snow season. The Contractor shall re-establish grooming activity only after a trail is brought back into compliance with signage requirements.
4. The Contractor shall follow the grooming schedule. Revisions to the schedule will only be made after consultation with the local grooming coordinator, the Contractor and the Agency.
5. In the event of a special circumstance, where an unscheduled grooming needs to take place, equipment and operator(s) or replacements must be available within eight hours of the request.
6. Sufficient time should be scheduled weekly for equipment preventative service, maintenance and repairs according to the manufacturer’s recommendations (including shop and field maintenance and repairs).
7. The Agency shall ensure compliance with requirements of the contract. The Contractor has discretion to make a final determination that safe grooming conditions exist on any trail. Unsatisfactory grooming may be subject to re-grooming at the Contractor’s expense after consultation with the local trail grooming coordinator through the Agency. Quality of work, miles of trail groomed in a specified time, and completion of assignment will be monitored by agency staff, advisory committee members, the local grooming council, local grooming coordinator and local skiers, who will relay the information to the Agency as needed.
8. If scheduled grooming is not performed due to equipment failure, operator unavailability or other unforeseen circumstances, the Contractor shall perform the missed grooming the following day to catch up. After four consecutive days of missed grooming, the Contractor shall enact a back-up plan by the fifth day. Should the Contractor fail to enact a back-up plan after the fifth consecutive day of missed grooming, the Agency may contract with an alternative grooming service to groom the trails and use funding identified in the Contract to compensate the alternative grooming service.
9. Equipment warm-up and cool-down/inspection procedures will follow industry standards, a maximum of 15 minutes warm-up/inspection time before grooming commences, and maximum of 15 minutes cool-down/inspection time after grooming concludes. If equipment operation requires longer periods than above, proof from equipment manuals will need to be provided to the Winter Recreation Program prior to the season commencing. Extreme weather events may require longer start-up procedures, but this will not be normal practice.

B. REPORTING

Personnel operating snow grooming equipment must:

1. Contractor shall work with the local club/grooming council or coordinators to develop a monthly grooming schedule for the length of the grooming season.



APPENDIX A – STATEMENT OF WORK (CROSS COUNTRY SKI TRAIL GROOMING)

2. Contractor must notify State Parks Winter Recreation Program no later than November 1 each year of the proposed monthly grooming schedule.
3. Contractor must notify the Agency of the actual grooming start date, as soon as the grooming start date has been determined and the monthly grooming schedule is implemented.
4. Weekly grooming schedules will be accepted as an alternative to monthly schedules where the Contractor submits the schedule for the coming week to the Agency by the Monday morning of that week and the weekly schedule outlines grooming activity from Monday through Sunday of the week.
5. Contractor is required to contact the Winter Recreation Program, as necessary, to provide timely grooming updates. Updates are to be reported to the Winter Recreation Program through email, winter@parks.wa.gov, or by telephone to the Winter Program general phone line at (360) 902-8684. Information will then be posted on the Agency web site: <http://www.parks.wa.gov/winter>. Updates must be provided within 12 hours of any change to the grooming schedule or any failure to groom, so users know the status of all the trails. Grooming information includes:
 - the Sno-Park or Winter Recreation Site in which the activity occurs;
 - snow conditions, closures; and,
 - any pertinent information about the trails that users should know (i.e. trail hazards).
6. Contractor shall thoroughly complete the Daily Trail Grooming Log referencing the Winter Recreation Program Groomed Trail System (pdf) maps for trail names and Sno-Parks or DNR Winter Recreation Sites and other documentation as required by the 10th of each month.
7. Contractor shall regularly communicate with the Agency and the local Grooming Coordinator regarding the establishment or changes in schedules, trail conditions, and attendance at Grooming Council or local club Meetings.
8. **The successful Contractor shall cooperate with the Agency in the installation and utilization of a progress tracking system acceptable to the Agency that provides a time-stamped and dated report providing on-trail grooming progress as evidence that the grooming machine was on the trail and to support the grooming reported in the Contractor's Grooming Logs when claiming payment for grooming services. The Contractor will provide to the Agency and the Grooming Coordinator access to the Contractor's GPS data for viewing at any time, and the system shall include real time tracking capability. The Contractor understands that the Agency may provide the public with time-delayed access to this information via the Agency's website. The Agency, at its discretion, may provide financial assistance to the Contractor for the procurement, installation and operation of such equipment during annual budget deliberations. The 2022-2023 season's GPS equipment was leased, and no expense was incurred by the contractor. There is no guarantee this will occur every season.**



APPENDIX A – STATEMENT OF WORK (CROSS COUNTRY SKI TRAIL GROOMING)

C. SIGNAGE

1. Under direction of the landowner(s), Contractor shall ensure the installation of appropriate directional trail signs and replace signs that have been removed or vandalized. Signs are to remain in place for as long as there is enough snow for users to use the trail for winter recreation. The Contractor shall request adequate quantities of such signs from the Agency and the latter shall provide such signs at no cost to the Contractor.
2. A Trailhead Grooming Log, FORM WR-205, shall be posted at each groomed trailhead and shall be completed each time the groomer passes by to inform the users when a trail was last groomed or if a trail is in the process of being groomed.
3. Working with the Agency and landowners, the Contractor shall ensure installation of Sno-Park bulletin boards at each groomed trailhead which shall be inspected each time the groomer passes through. Any required upkeep shall be completed by the Contractor. The Contractor shall ensure that each bulletin board sign includes a map of the local groomed trail network, an emergency number including the location of the nearest telephone and a notice with the local grooming council's information, FORM WR-204, which includes its meeting schedule, location and telephone number.
4. The Contractor shall provide and stock groomed trail maps at the trailhead locations at all times during the active grooming season. The Contractor shall request adequate quantities of such maps from the Agency, as part of their funding application paperwork each season, and the Agency shall provide the maps at no cost to the Contractor.

D. PAYMENT

Payment shall be made on the basis of hours of trail grooming service provided on the designated trails. No payment shall be made for grooming of non-designated trails. Payment will be made only after proper documentation has been provided to the Agency. This documentation will primarily include, but not be limited to, Grooming Logs with accurate engine meter hours recorded (primary method) and data collected from the progress tracking system (secondary validation) used by the Contractor.

E. CONTRACTOR'S OTHER DUTIES

1. Contractor or designee shall attend and participate in the local grooming council's monthly meetings, and present completed operation logs for public review, information, and discussion. The Contractor shall have the ability to communicate at these meetings effectively and professionally.
2. Contractor shall attend and participate in the Agency-sponsored groomer operator workshops when offered, and contractor meetings held in conjunction with the annual funding meeting each summer.
3. To supplement the grooming programs, the Contractor shall accept assistance from groups, clubs, associations, or individuals on activities approved by the local grooming council (for example signing, clearing trails of downed trees, etc.).
4. Contractor shall provide and encourage the opportunity for a "ride-along" in the snow groomer to Agency Representatives, the Grooming Coordinator, Grooming Council members and other volunteers to observe the grooming process. A "ride-along" will be



APPENDIX A – STATEMENT OF WORK (CROSS COUNTRY SKI TRAIL GROOMING)

covered by State Parks “Volunteer Coverage” by using these forms: Application & Timesheet FORM A-361 or Volunteer Service Agreement Group FORM A-366 which must be filled out and signed and in State Parks possession before the volunteer duties are carried out. Or signed up as an official USFS volunteer using their applicable forms. Present a copy of these documents to the Contractor before the “ride along” occurs. The contractor may refuse granting a “ride-along” if the forms are not filled out and a copy is not surrendered to them.



CROSS-COUNTRY SKI GROOMING STANDARDS

The primary purpose of trail grooming is to smooth and set tracks on high-use trails.

The Contractor shall be required to provide specified trail grooming services on designated trails on national forest, private and state lands.

STANDARDS

Grooming Equipment Standards

Every snow grooming machine must meet all of the following requirements:

- a) Trail groomer and towing equipment shall be capable of enduring extensive loading stress due to deep snow and mountainous terrain. Grooming equipment or grooming device shall be of an approved type; e.g., tiller and compactor model, Tidd Tech or Ginzu trail tenderizer or another pre-approved model. Equipment must have the ability to groom at least a 5-foot-wide trail for track setting, or a 13-foot-wide trail with a track and skate lane *with one or multiple passes*
- b) Snow groomers must be equipped with a tiller and track setting device.
- c) Each snow groomer shall be equipped with a two-way radio or a cellular or satellite phone to provide constant communication.
- d) Each snow groomer shall be equipped with a 24-unit first aid and survival kit.
- e) Each snow groomer shall be equipped with at least one functioning top-mounted rotating beacon or strobe light with a back-up rotating beacon (separately fused) and backup lights (two working together).
- f) Each snow groomer shall be equipped with flares and other warning devices in case of breakdown.
- g) Each snow groomer shall be equipped with a functioning “backup alarm,” capable of signaling when the groomer is engaged to drive in reverse.
- h) Each snow groomer shall be equipped with at least four functioning forward-facing halogen headlights, or equivalent forward-facing headlights.
- i) Each snow groomer shall be equipped with an accurate and functioning hour meter.
- j) Each snow groomer shall be equipped with the latest generation track setters with ice busters and gear drive hydraulic actuated pans. Each snow groomer shall be equipped with double track setter pads each with hydraulics separately controlled, moveable, across back of tiller to desired location. Each snow groomer shall be equipped with independent up and down variable down pressure.
- k) Each snow groomer shall have all safety standard for running equipment in working order (tiller shut off, backup beacon, etc.).

Groomer Operator Standards

Personnel operating snow grooming equipment must:

- a) Operate equipment in a safe and appropriate manner;
- b) Be courteous and considerate when dealing with the public;
- c) Report to the Washington State Parks Winter Recreation Program (360-902-8684) and the local grooming coordinator any hazardous conditions (equipment breakdown on groomed trails, downed trees, etc.) or when equipment must be left unattended on the trail. If equipment must be left unattended, it shall be left in as safe a place as possible for the safety of the equipment and of those using the trail;

- d) Use flares or other warning devices to warn trail users of equipment hazards; and
- e) Complete required operation log forms and documentation as required (logs are to be the original, which are clean and legible).

Groomed Trail Standards

Trails shall:

- a) Be groomed to at least 5 feet in width;
- b) Provide two ski tracks and a skate lane when possible;
- c) Be free of moguls, divots, berms and ridges from the blade;
- d) Be free of snow drifts; and
- e) Be groomed so that all curves shall be super elevated to provide safe and comfortable travel.

DUTIES

Grooming:

- a) General grooming is to be performed during dark hours when possible; if not, during the lowest traffic times of the 24-hour period. Trails are to be groomed for the majority of users recognizing the specific needs of each area as specified in the project funding application.
- b) Grooming shall take place between December 1 and March 31 of each season unless snow conditions dictate otherwise. Any additional grooming must be approved by the Agency.
- c) Grooming should be done with several considerations taken into account; such as current weather and temperature conditions, and the general condition of the snowpack. Grooming is most effective in relatively narrow temperature ranges at or just below the freezing point. Cold dry snow doesn't pack well. Grooming warm wet snow will produce extremely sloppy conditions. Grooming operators must consider the depth of snow, ambient air temperatures and weather forecasts.
- d) The Contractor shall groom each individual trail only after completion the contractual requirements regarding signage (see section entitled "*Signing*" below). The Contractor shall discontinue trail grooming activity on any trail not meeting the signage requirements during any portion of the snow season. The Contractor shall re-establish grooming activity only after a trail is brought back into compliance with signage requirements.
- e) The Contractor shall follow the grooming schedule. Revisions to the schedule will only be made after consultation with the local grooming coordinator, if applicable, the Contractor and the Agency (see reporting section below.)
- f) The Agency shall provide supervision of the Contractor.
- g) The final determination of safe grooming conditions of any trail is reserved to the Contractor. Unsatisfactory grooming may be subject to re-grooming at the Contractor's expense after consultation with the Agency.
- h) If scheduled grooming is not performed due to equipment failure, operator unavailability or other unforeseen circumstances, the Contractor shall perform the missed grooming the following day to catch up. After four consecutive days of missed grooming, the Contractor shall enact a back-up plan by the fifth day. Should the Contractor fail to enact a back-up plan after the fifth consecutive day of missed grooming, the Agency will contract with an alternative grooming service to groom the trails and the Contractor shall be obligated to reimburse the Agency for such costs.

Reporting

- a) Contractor shall work with the local grooming coordinator, if applicable, to develop a monthly grooming schedule for the length of the grooming season. Weekly schedules are

- also acceptable. Revisions to the schedule will only be made after consultation with the local grooming coordinator (if applicable), Contractor and Agency.
- b) Contractor must notify the Winter Recreation Program by November 1 of the monthly grooming schedule and as soon as grooming begins.
 - c) Weekly schedules will be accepted as an alternative to monthly schedules where the Contractor submits the schedule for the coming week to the Agency by the Monday morning of that week and the weekly schedule outlines grooming activity from Monday through Sunday of the week.
 - d) Contractor is required to contact the Winter Recreation Program daily, as necessary, by 2 p.m. to provide timely grooming updates. Updates must be provided within 12 hours of any change to the grooming schedule or any failure to groom so users know the status of all the trails. Grooming information includes:
 - the Sno-Park in which the activity occurs;
 - snow conditions, closures; and
 - any pertinent information about the trails that users should know (i.e. trail hazards).

Updates are to be reported to the Winter Recreation Program through email, winter@parks.wa.gov, or fax, (360) 586-6651, for posting on the Agency web site: www.parks.state.wa.us/winter.

- e) The Contractor shall thoroughly complete the Daily Trail Grooming Log, referencing the Winter Recreation Program's *Groomed Trail System* (Pdf) maps for trail names and other pertinent information, and other documentation as required. Copies are to be submitted on a weekly basis, by fax or mail, to the local grooming coordinator, if applicable, for accountability purposes. Original logs shall be submitted by the Contractor to the Agency on or before the 10th day of the month following the month in which the services were performed.

Signing

- a) Under direction of the landowner(s), Contractor shall install appropriate trail signs and replace signs that have been removed or vandalized. Signs are to remain in place for as long as there is enough snow for users to use the trail for winter recreation. The Contractor shall request adequate quantities of such signs from the Agency and the latter shall provide such signs at no cost to the Contractor.
- b) A Trailhead Grooming Log, FORM WR-205, shall be posted at each groomed trailhead and shall be completed each time the groomer passes by. A thoroughly completed log will inform users when a trail was last groomed or if a trail is in the process of being groomed.
- c) Sno-Park bulletin boards shall be installed by the Contractor at each groomed trailhead and shall be inspected each time the groomer passes through. The Contractor shall ensure that each bulletin board sign includes a map of the local groomed trail network, emergency numbers and, if applicable, FORM WR-204 (Grooming Council Notice), which includes information on the council's meeting schedule, location and a telephone number.
- d) The Contractor shall provide and stock groomed trail maps at the trailhead locations at all times during the active grooming season. The Contractor shall request adequate quantities of such maps from the Agency and the Agency shall provide the maps at no cost to the Contractor.

Payment:

- a) Payment shall be made on the basis of hours of trail grooming service provided on the designated trails. No payment shall be made for non-designated trail grooming. Payment will be made only after proper documentation has been provided to State Parks.



OPERATING PROCEDURE 85-09 TRAIL GROOMING Updated March 30, 2020

Purpose: The purpose of this procedure is to provide guidance for all winter recreation program trail grooming for the benefit of all winter recreation users.

Rationale: Environment, trail use, terrain, land management, and people involved in making grooming decisions form a complex mix of coordination and decision making. Current best management practices suggest all local trail grooming programs take into consideration at a minimum operator and user safety, operational effectiveness, and operational efficiency. Additional factors may be considered especially considering local conditions.

Definitions

- Grooming council – Volunteers dedicated to the winter recreation program and trail grooming
- Area trails council (ATC) – Volunteers dedicated to the preparation of trails for the benefit of winter trail grooming
- Winter recreation advisory committee (WRAC) – The Winter Recreation Advisory Committee made up of non-motorized and motorized volunteers that assists and advises the Washington State Parks and Recreation Commission in the development of winter recreation facilities, programs and budgets.
- Snowmobile advisory committee (SMAC) -The Snowmobile Advisory Committee, made up of snowmobilers and non-motorized volunteers that assists and advises the Washington State Parks and Recreation Commission in the development of snowmobile facilities, programs and budgets (Chapter 46.10 RCW).
- International association of snowmobile administrators (IASA) - A self-organized, nonprofit organization comprised of snowmobile program administrators representing 27 US states, 10 Canadian Provinces, 3 Canadian Territories, and 1 European Country, Sweden, to facilitate communications among administrators.
- American council of snowmobile associations (ACSA) - ACSA is a national organization uniting the snowmobile community and promoting snowmobiling as a safe, fun and environmentally friendly family sport.
- United States Forest Service (USFS) - An agency of the [U.S. Department of Agriculture](#) that administers the nation's 154 [national forests](#) and 20 [national grasslands](#). The Forest Service manages 193 million acres (780,000 km²) of land.¹³
- Potential Nordic ski standards (placeholder)

Entities involved in making trail grooming decisions

- Groomer contractor (public and private);
- Groomer operator;
- Local club or users;
- Local groomer coordinator;
- Local grooming or area trails councils;
- Land owner;
- State Parks winter recreation program manager;

Factors involved in making trail grooming decisions

(Refer to IASA, Nordic Ski, and Forest Service guidelines)

- User benefit;
- Local grooming and area trail councils involvement;
- Environmental considerations;
- Operator safety;
- User safety;
- Trail quality;
- Timing and frequency;
- Operational flexibility and realities to achieve condition responsive grooming;
- Varying weather conditions;
- Emergency conditions;
- Operating efficiency (fewer sleds on the trail at night);
- Operating effectiveness (night grooming =’s colder temperatures =’s trail holds up better);
- National +/- international standards;
- User group events;
- Saturdays, holidays, and other special dates;
- Winter recreation program manager involvement.

Process to make trail grooming decisions

- State Parks winter recreation program adopts trail grooming operational procedures (this involves prior consultation with above listed stakeholders);
- The Trail grooming operational procedure is included in all contracts with public and private trail grooming contractors as guidance (portions of those procedures are found in this document);
- Included in the trail grooming contract is language encouraging the contractor to work closely with local individuals (grooming coordinators and grooming councils) to make sure grooming occurs when and where needed;
- Trail grooming operational procedure is distributed to local grooming clubs, coordinators, and councils with recommendations to adopt as local best practice;
- Local grooming operations need to provide current practices as modified for their area for the season to the State Parks winter recreation program manager;
- State Parks winter recreation program manager updates best practices guidance based on continued experience in trail grooming programs in North America;

- Trail grooming guidance updated at scheduled groomer operator workshops/meetings or through email or other forms of communication.
- Periodic review of this operating procedure by both advisory committees during their winter meetings is recommended;
- In the event of a conflict arising out of the application of this operating procedure refer to operating procedure # 16 dispute resolution and responding to complaints.

Roles and responsibilities

I. Winter recreation (Nordic) and Snowmobile Program:

- a) Trail groomer and towing equipment shall be capable of enduring extensive loading stress due to deep snow and mountainous terrain. Grooming equipment or grooming device shall be of an approved type; e.g., tiller and compactor model, Tidd Tech or Ginzu trail tenderizer or another pre-approved model. Equipment must have the ability to groom at least a 5-foot-wide trail for track setting, or a 13-foot-wide trail with a track and skate lane *with one or multiple passes*
 - b) Snow groomers must be equipped with a tiller and track setting device.
 - c) Each snow groomer shall be equipped with a two-way radio or a cellular or satellite phone to provide constant communication.
 - d) Each snow groomer shall be equipped with a 24-unit first aid and survival kit.
 - e) Each snow groomer shall be equipped with at least one functioning top-mounted rotating beacon or strobe light with a back-up rotating beacon (separately fused) and backup lights (two working together).
 - f) Each snow groomer shall be equipped with flares and other warning devices in case of breakdown.
 - g) Each snow groomer shall be equipped with a functioning “backup alarm,” capable of signaling when the groomer is engaged to drive in reverse.
 - h) Each snow groomer shall be equipped with at least four functioning forward-facing halogen headlights, or equivalent forward-facing headlights.
 - i) Each snow groomer shall be equipped with an accurate and functioning hour meter.
 - j) Each snow groomer shall be equipped with the latest generation track setters with ice busters and gear drive hydraulic actuated pans. Each snow groomer shall be equipped with double track setter pads each with hydraulics separately controlled, moveable, across back of tiller to desired location. Each snow groomer shall be equipped with independent up and down variable down pressure.
 - k) Each snow groomer shall have all safety standard for running equipment in working order (tiller shut off, backup beacon, etc.).
 - l) Each snow groomer shall submit a grooming calendar no later than October 16th for the upcoming season.
1. Input on equipment replacement and purchase;
 - a) State Parks owned equipment:
 - Local State Park

- Groomer operator(s)
 - Area trails council/coordinator
 - Winter recreation program manager
 - WRAC
- b) Contractor owned equipment;
- Contractor
2. Equipment maintenance & repairs;
- a) State Parks owned equipment:
- Local State Park
 - Groomer operator
 - Winter recreation program manager
 - State Parks Equipment inspector
- b) Contractor owned equipment;
- Contractor
3. Grooming schedule;
- a) The Contractor shall work with the Grooming Coordinator/Grooming Council for the development of a seasonal grooming schedule prior to the grooming season and as required by State Parks. The Contractor shall follow the grooming schedule, unless, medical illness, equipment breakdown, land use issues (see emergent problems i.e., winter logging, road washout, excessive timber down, etc.) Revisions to the schedule will only be made after consultation with the local grooming coordinator, if applicable, the Contractor and the Agency.
4. Grooming methods;
- a) General grooming is to be performed during dark hours when possible; if not, during the lowest traffic times of the 24-hour period. Trails are to be groomed for the majority of users, recognizing the specific needs of each area as specified in the project funding application.
- b) Grooming shall take place between December 1 and March 31 of each season unless snow conditions or landowner permission dictate otherwise. Any additional grooming must be approved by the Agency.
- c) Grooming should be done with several considerations taken into account, such as current weather and temperature conditions, and the general condition of the snowpack. Grooming is most effective in relatively narrow temperature ranges at or just below the freezing point. Cold dry snow doesn't pack well. Grooming warm wet snow will produce extremely sloppy conditions. Grooming operators must consider the depth of snow, ambient air temperatures and weather forecasts.

5. Emergent problem decisions – If scheduled grooming is not performed due to equipment failure, operator unavailability or other unforeseen circumstances, the Contractor shall perform the missed grooming the following day to catch up. After four consecutive days of missed grooming, the Contractor shall enact a back-up plan by the fifth day. Should the Contractor fail to enact a back-up plan after the fifth consecutive day of missed grooming, the Agency will contract with an alternative grooming service to groom the trails and the Contractor shall be obligated to reimburse the Agency for such costs. Refer to operating procedure 9A
6. Trail maintenance other than grooming;
 - Land owner
 - Local clubs and users
 - Trail maintenance organizations
 - Groomer contractor
7. Trail signing;
 - a) Under direction of the landowner(s), Contractor shall install appropriate trail signs and replace signs that have been removed or vandalized. Signs are to remain in place for as long as there is enough snow for users to use the trail for winter recreation. The Contractor shall request adequate quantities of such signs from the Agency and the latter shall provide such signs at no cost to the Contractor. It is strongly encouraged that Grooming Coordinators and Grooming Councils work collaboratively with and assist the contractor with the installation and removal of winter program signs.
 - Land owner
 - Area trails council/coordinator
 - Local clubs and users
 - Groomer contractor

Advisory Committee Review:









Bob Henrie /s/ Approved Electronically 2/25/21
Chair, Snowmobile Advisory Committee Date

John Baranowski /s/ Approved Electronically 3/2/21
Chair, Winter Recreation Advisory Committee Date

APPROVED: Pamela McConkey/s/ Approved Electronically 3/2/21
Winter Recreation Program Manager Date

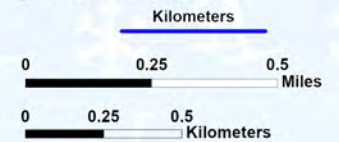
Welcome Cabin Creek Sno-Park Groomed Trail System

Explanation

-  Groomed Ski Trail
-  Skiable Road
-  Highway
-  Sno-Park Access Road
-  200' Contours
-  Sno-Park
-  View
-  Special grooming permit required

-  Easiest
-  More Difficult
-  Most Difficult

Cabin Creek has 33.7 kilometers (21 miles) of groomed cross country ski trails. Special grooming permit required.



Snow grooming equipment may be on the trail at any time.

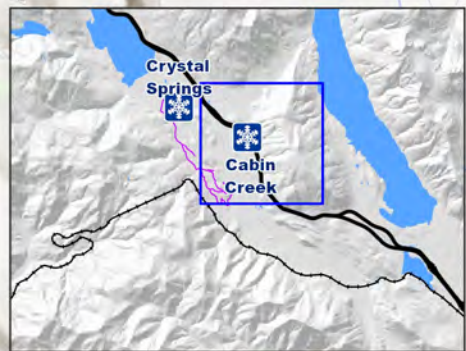
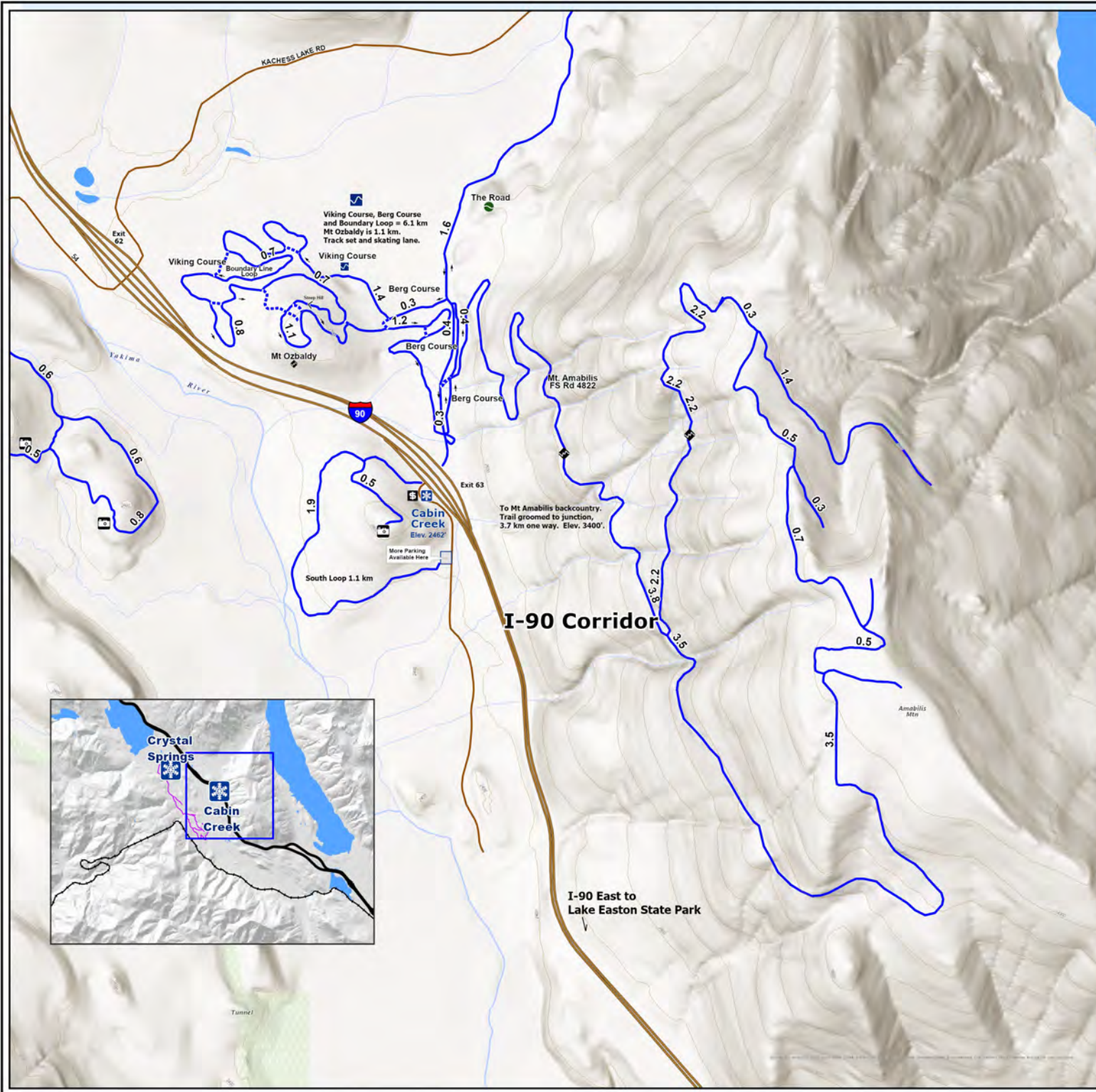
Trail grooming schedules may change without notice due to snow conditions, temperatures, equipment breakdowns, etc.

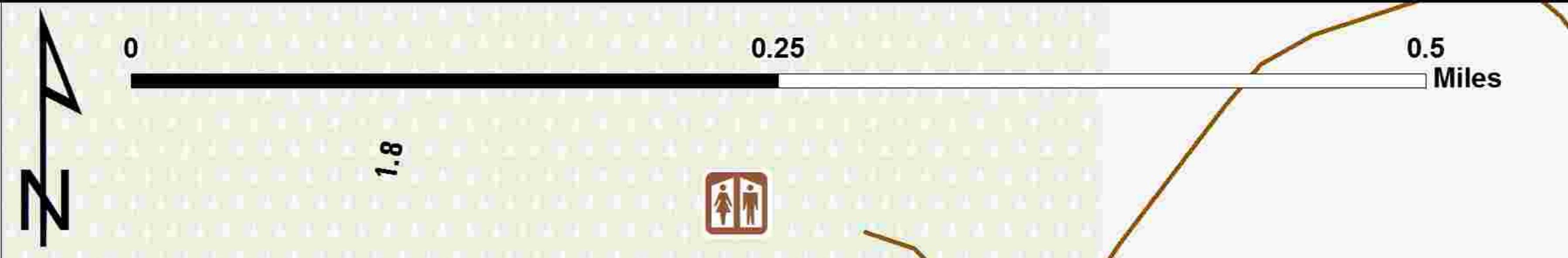
Be aware of potential avalanche danger, check www.nwac.us before you leave home.

*Trail grooming schedules and maps at www.parks.wa.gov/winter
Please report errors or comments to: winter@parks.wa.gov*



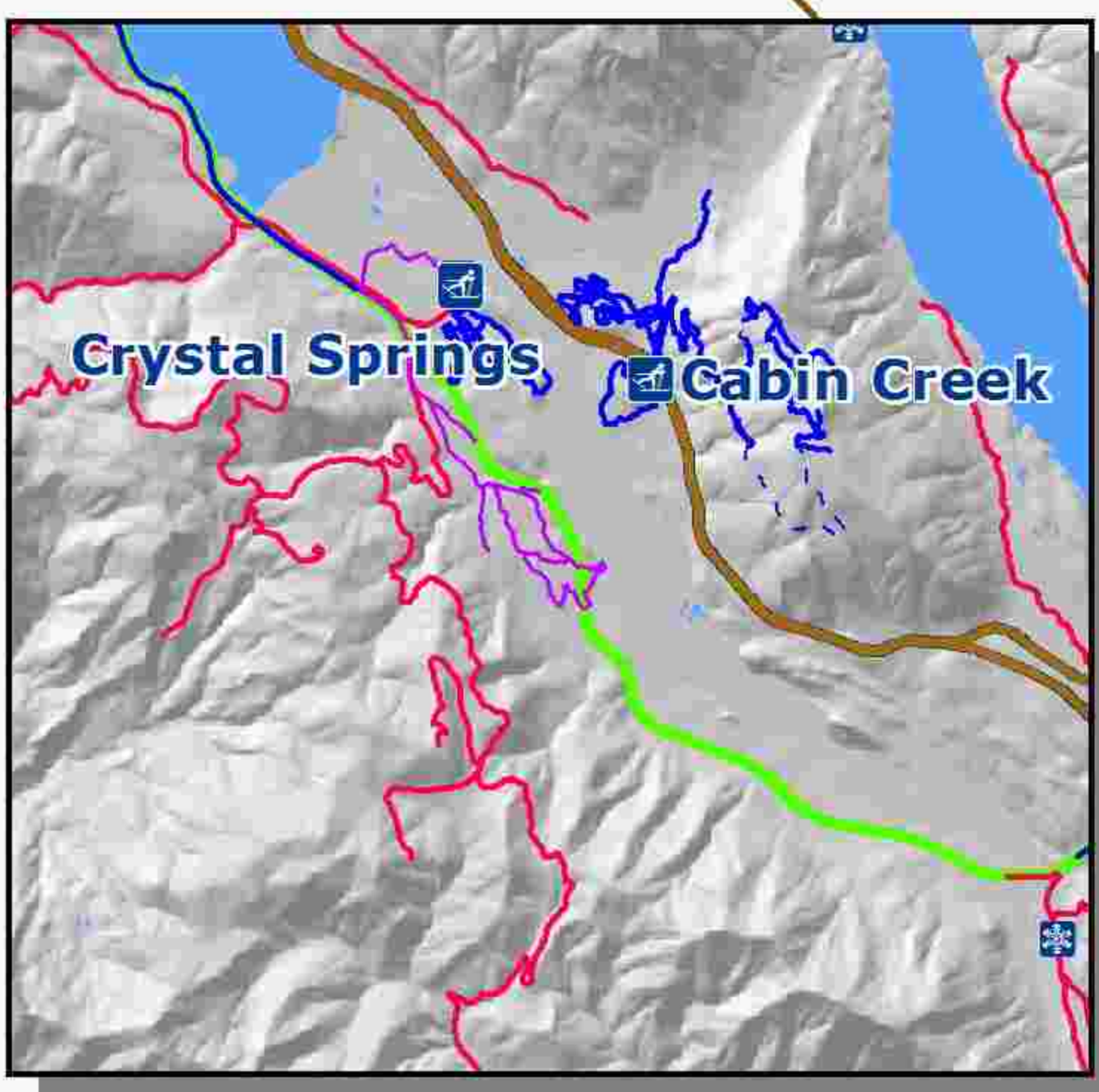
For Emergency Call 911
Kittitas Co. Sheriff 509-925-8534





PLEASE REMEMBER:
 No dogs or snowshoes on groomed ski track.
 Do not walk on the groomed trail.
 Downhill skiers have the right of way.
 Trails may become more difficult during icy conditions.

Welcome Crystal Springs Sno-Park Groomed Trail System



Explanation

- Non-Motorized Sno-Park
- Restroom
- Groomed Ski Trail
- Multi-Use Trail
- John Wayne Pioneer Trail
- Highways
- Sno-Park Access Road
- Groomed Snowmobile Trail
- State Park Boundary

Area has 6.5 miles of groomed cross country ski trails

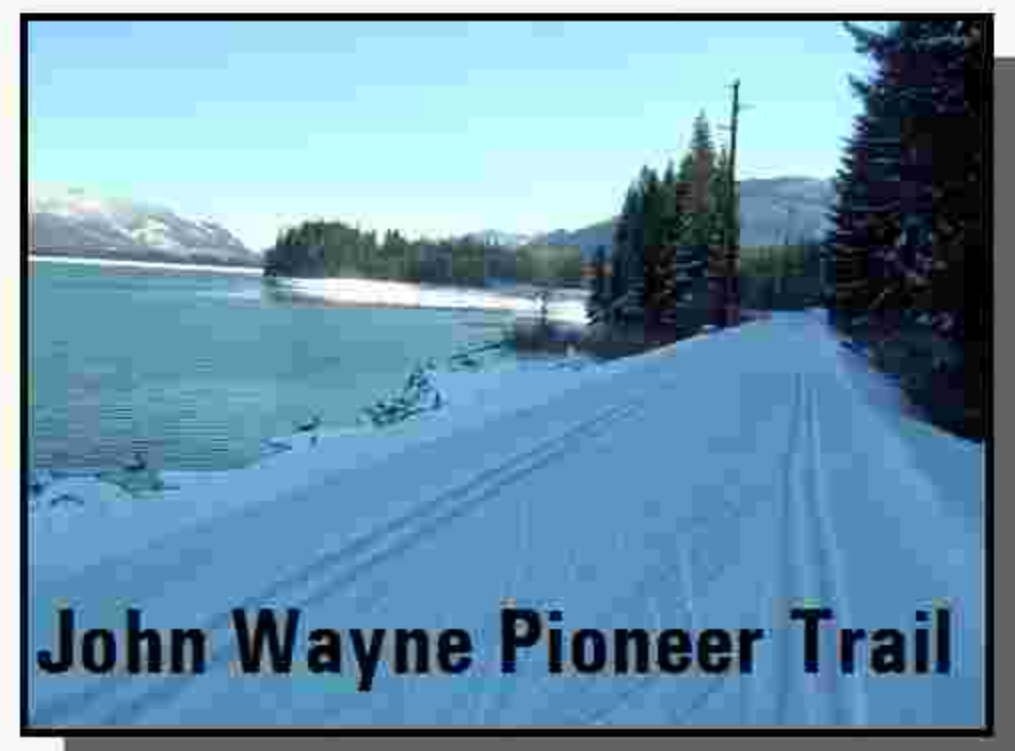
Snow grooming equipment may be on the trail at any time.

Trail grooming schedules may change without notice due to snow conditions, temperatures, equipment breakdowns, etc.

Be aware of potential avalanche danger, check www.nwac.us before you leave home.

*Trail grooming schedules and maps at www.parks.wa.gov/winter
 Please report errors or comments to: winter@parks.wa.gov*

**For Emergency Call 911
 Kittitas Co. Sheriff 509-925-8534**



John Wayne Pioneer Trail groomed with a skate lane and set with dual tracks. 7.6 miles one way from Hyak south to Stampede Pass Rd.



Services Contract No. SC xxx-xxx

**Washington State Parks and Recreation Commission
and
"Name of Awarded Contractor"**

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

"Awarded Contractor Name"

Location: address

Phone: (XXX) XXX-XXX

FAX:

Email: welovesnow@example.com

Federal TIN: XX-XXXXXXX

WA State UBI Number: XXX-XX-XXX

INTRODUCTION

Via a competition under number xxx-xxx, Washington State Parks and Recreation Commission (STATE PARKS) sought a set of qualified consulting firms in the area of Snowmobile Trail Grooming Services.

PURPOSE

The purpose of this contract is to enable State Parks to utilize a on-call task order-based contract for Snowmobile Trail Grooming Services in the "Project Area" that was competed under RFQ xxx-xxx.

ACQUISITION AUTHORITY

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

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

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

SPECIAL CONDITIONS

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

The Contractor shall provide snowmobile trail grooming services in the vicinity of Republic, WA. The primary purpose of trail grooming includes but not limited to, smoothing out and compacting high-use trails, eliminating moguls and rough areas, and creating a safe riding surface. Trail grooming also requires clearing downed trees from the trail after windstorms and heavy snow events, and ensuring the trail is safe for winter recreation. The Contractor shall provide snowmobile trail grooming services as set forth and made part of this agreement as *Attachment A WR-108 Grooming Standards*, and as *Attachment B-Operating Procedure #85-09*.

Global Positioning System

The contractor shall cooperate with the Agency in the installation and utilization of a GPS progress tracking system acceptable to the Agency that provides a time-stamped and dated report providing on-trail grooming progress as evidence that the grooming machine was on the trail and to support the grooming reported in the contractors Grooming Logs when claiming payment for grooming services. The contractor will provide to the Agency and the Grooming Coordinator access to the contractors GPS data for viewing at any time, and the system shall include real time tracking capability. The contractor understands that the Agency may provide the public with time-delayed access to this information via the Agency's website. The Agency, at its discretion, may provide financial assistance to the contractor for the procurement, installation and operation of such equipment during annual budget deliberations, or may supply the equipment directly to the contractor to install and utilize.

Due to fluctuating seasonal budgets, each task order will be depended on the seasonal capabilities allowed by each season's budget limitations. Each task order will be executed before each winter season begins, detailing the services State Parks will be needing/allowed for the corresponding winter season.

Due to the nature of this contract as "on-call services" State Parks and the Contractor agree that prior to authorizing any work under this contract; the following elements will be discussed and agreed to:

- Each item of work under this agreement will be provided ONLY by Task Order. Each Task Order will be individually negotiated with the Contractor. Each Task Order will be considered a separate contract, identifying the maximum amount authorized, start date and end date, and scope of work specific to the task. Each Task Order will be submitted on State Parks' approved form (an sample is attached and made part of this agreement as Exhibit B). The terms of the Task Order cannot be modified without written approval from State Parks and the Contractor. Any work performed outside of the terms and conditions of the Task Order will not be considered for reimbursement.

- The capabilities of the Contractor to provide or facilitate the execution of defined deliverables as needed to complete the project within agreed to timelines and conditions.
- The products, permits and/or other deliverables to be provided to State Parks for the project assigned. State Parks and the Contractor agree to meet on a case-by-case basis, discuss project objectives and deliverables, compensation terms and project timelines to include initial site visits as needed.
- Agreement on points of contact, lead staff and communication methods and schedules to be applied to the project assigned.
- The estimated total hours and budget to be allocated by State Parks to the Contractor and the project assigned. Requests to exceed total project budget and/or modification of agreed to deliverables must be agreed to by the parties to this agreement and be in writing by State Parks.

B. The Contractor shall produce the following written reports or other written documents (deliverables) by the dates indicated within each Task Order.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from the date of execution through June 30, 2027, unless otherwise amended in writing.

COMPENSATION

This is an as needed On-Call Contract. Compensation will be addressed using individual Task Orders. State Parks will not allow this contract to exceed its then current delegation of authority at any given point in time. See also Acquisition Authority above for expanded details on delegation of authority.

At the completion of each Task Order, the Contractor must submit completed clean originals of the following documentation and information to the Agency Representative, which are attached hereto and incorporated by reference:

- a) An invoice voucher, FORM A19-1A (provided by the Agency), containing a statement of the Contractor's charges in providing services; and
- b) Thoroughly completed original daily trail grooming and operation logs, *FORM WR-203* (as provided by the Agency).
- c) At the end of the season, a thoroughly completed clean original trail grooming season totals logs, *FORM WR-202* (as provided by the Agency).

The budgets for the winter seasons will be determined in July or August of each year of the contract, based upon available revenues and the annual recommendations of the Snowmobile Advisory Committee (SMAC). PLEASE NOTE: There is no guarantee that the funding level available for the coming seasons will be the same as in the past. Funding reductions or increases are possible which will be reflected through Task Orders, and continuation of the contract will be dependent upon the availability of funding.

The rates indicated below shall remain in effect with the ability of a yearly 2.5% inflation increase, unless amended in writing and agreed to by both parties via the amendment process.

EXPENSES

Contractor shall receive reimbursement for travel and other expenses as authorized in advance by State Parks as reimbursable. Such expenses may include transportation, lodging, and subsistence as necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

BILLING PROCEDURES AND PAYMENT

State Parks will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Contract Manager not more often than monthly.

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

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

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

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

It is agreed by State Parks and the Contractor that If the Contractor does not timely provide or perform the requirements referred to or listed in the scope of work, damage to State Parks will result. The damages to State Parks resulting from the same would be difficult or impractical to ascertain. The liquidated damages specified herein represent a good faith effort to quantify the harm that could reasonably be anticipated at the time of the making of the contract. The damages provided in this section are just and reasonable. Therefore, State Parks and the Contractor agree that if the Contractor does not meet the mutually agreed upon performance or deliverable dates as a result of Contractor's actions(s) or failure to act, then there shall be assessed against the Contractor, as the amount of actual damages incurred by the state as a result of the Contractor's failure to perform, shown in *Attachment C-Liquidated Damages*. State Parks may, at its discretion, and after notifying the Contractors, withhold the assessed liquidated damages from payments to the Contractor, or invoice the Contractor therefore, in which case the Contractor shall pay said damages within 30 days of the date of invoice. Nothing in this provision shall be construed as relieving the Contractor from performing all Contract requirements. Moreover, State Parks reserves the right to enforce or to seek other remedies without limitation for failure of the Contractor to perform any contract duty pursuant to this Contract.

CONTRACT MANAGEMENT

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

Contractor's representative shall be "Awarded Vendor Contact Info".

State Parks' representative shall be Jason Goldstein, Phone : (360) 902-8662.

INSURANCE

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

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

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

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

ASSURANCES

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

ORDER OF PRECEDENCE

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

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Exhibit A – General Terms and Conditions
4. RFP (WSPRC 921-432) 2021-01 SMTG, Republic Area Snowmobile Trail Grooming
5. Any other provision or term incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

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

CONFORMANCE

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

APPROVAL

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

THIS CONTRACT, consisting of eighteen(18) pages and attachment(s), is executed by the persons signing below, who warrant they have the authority to execute the contract.

“Awarded Vendor Name”

WASHINGTON STATE PARKS AND RECREATION COMMISSION

Signature

Signature

Michael Maverick

Manager, Contracts, Grants & Procurement

Title

Title

Date

Date

APPROVED AS TO FORM:
AAG Matt Kernutt /s/
08/23/2007

EXHIBIT A
GENERAL TERMS AND CONDITIONS

DEFINITIONS

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

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

ACCESS TO DATA

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

ADVANCE PAYMENTS PROHIBITED

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

AMENDMENTS

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

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

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

ASSIGNMENT

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

ATTORNEYS' FEES

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

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The Contractor shall not use or disclose any information concerning State Parks, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of State Parks, or as may be required by law.

CONFLICT OF INTEREST

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

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

COPYRIGHT PROVISIONS

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

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

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

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

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

COVENANT AGAINST CONTINGENT FEES

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

State Parks shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration

or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.

DISALLOWED COSTS

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

DISPUTES

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

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

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

DUPLICATE PAYMENT

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

GOVERNING LAW

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

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

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

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not

be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

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

INDEPENDENT CAPACITY OF THE CONTRACTOR

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

INDUSTRIAL INSURANCE COVERAGE

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

LICENSING, ACCREDITATION AND REGISTRATION

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

LIMITATION OF AUTHORITY

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

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

NONDISCRIMINATION

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

PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its subcontractors agree not to release, divulge, publish,

transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of State Parks or as otherwise required by law.

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

PUBLICITY

The Contractor agrees to submit to State Parks all advertising and publicity matters relating to this contract wherein State Parks' name is mentioned or language used from which the connection of State Parks' name may, in State Parks' judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of State Parks.

RECORDS MAINTENANCE

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

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

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

REGISTRATION WITH DEPARTMENT OF REVENUE

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

RIGHT OF INSPECTION

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

SAVINGS

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

SEVERABILITY

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

SITE SECURITY

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

SUBCONTRACTING

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

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

TAXES

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

TERMINATION FOR CAUSE

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

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

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

TERMINATION FOR CONVENIENCE

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

TERMINATION PROCEDURES

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

provisions of the "Treatment of Assets" clause shall apply in such property transfer.

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

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

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

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

TREATMENT OF ASSETS

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

practices.

- D. If any State Parks property is lost, destroyed, or damaged, the Contractor shall immediately notify State Parks and shall take all reasonable steps to protect the property from further damage.
- E. The Contractor shall surrender to State Parks all property of State Parks prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the Contractor under this clause shall also include Contractor's employees, agents, or Subcontractors.

WAIVER

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

END OF GENERAL TERMS AND CONDITIONS

/ / / / /

EXHIBIT B Task Order Form



WASHINGTON STATE PARKS & RECREATION COMMISSION
PARKS DEVELOPMENT SERVICE CENTER

TASK ORDER

TASK ORDER NUMBER: One (1)	CONTRACT NUMBER: SP002
--------------------------------------	----------------------------------

This Task Order is issued under the provisions of above-referenced CONSULTANT convenience contract. The services authorized are within the scope of services set forth in the Purpose of the contract. All rights and obligations of the parties shall be subject to and governed by the terms of the contract, including any subsequent modifications, which are hereby incorporated by reference. Note: All billings must include the contract and task order numbers.

PARK NAME:
Any Place State Park

PROJECT NAME:
Picnic Shelter

STATEMENT OF WORK:
Here's where the scope of work goes for each project... Be specific.

DELIVERABLE(S) AND DUE DATE(S):
The deliverables are the end product... The due date is for the DELIVERABLES, not for the task order itself.

**Deliverables are subject to review and approval prior to payment.
(Attach addition sheets if necessary)**

TASK START DATE	01/01/2015	TASK END DATE	03/31/2015	LIQUIDATED DAMAGES/ TIME PERIOD	\$100.00 Per Day
-----------------	-------------------	---------------	-------------------	---------------------------------	-------------------------

BUDGET **COST CODE: 10100**

DESCRIPTION / TASK	QUANTITY	UNIT	UNIT COST	TOTAL
1. Picnic Shelter at Any Place State Park	1	EST	\$4,000.00	\$4,000.00
2.				\$ 0.00

AGENCY shall pay an amount not to exceed \$4,000.00

Both the Agency and the Contractor are responsible for ensuring Task performed is within the scope of this Task Order. The Agency must monitor proper compliance with the terms of this Task Order and RCW 39.29. Any changes or amendments to this Task Order must be in Writing and APPROVED by the Agency.

IN WITNESS WHEREOF, the parties have executed this Task Order.

CONSULTANT AUTHORIZED REPRESENTATIVE SIGNATURE:	DATE:	AGENCY APPROVAL:	DATE:
		Mark Bibeau, Chief Financial Officer	
TASK MANAGER (Print Name):		PROJECT REPRESENTATIVE (Print Name):	
TELEPHONE NUMBER:		TELEPHONE NUMBER:	
EMAIL:		EMAIL:	

Task Order Rev 01/15

Attachment A

WR 108

Snowmobile Trail Grooming Standars

Attachment B
Operating Procedure 85-09 Trail Grooming

Attachment C Liquidated Damages

WINTER RECREATION PROGRAM SCHEDULE OF LIQUIDATED DAMAGES

Liquated damages for contract violations listed below:

First violation: written notice.

Each subsequent violation of same standard: fifty dollars (\$50.00).

Monitor	Standard	Performance Measure	Correct by
WR Staff	*Reporting	*Timely daily reports of changes to grooming information and other pertinent updates, ie: hazards in area.	Immediately
WR Staff	Daily Logs	Complete original daily logs (trail grooming, snow removal and/or enforcement) turned in by the 10 th day of the month following that in which the service was provided.	14 calendar days
WR Staff	*Season Totals Logs	*Complete original season totals logs (trail grooming and/or enforcement) turned in by the end of the winter season or within 15 days of last documented service.	14 calendar days
WR Staff	End of Season Reports	Complete original project summary reports turned in by the end of the season or within 15 days of last documented service.	14 calendar days
WR Staff	*Satellite Phones	*Return of phones and all accessories and guides within 15 days of the last grooming in the same boxes in which they were sent. All items returned in good working order and in clean condition.	Immediately

*May not be applicable to all Agency contracts/agreements.



**WASHINGTON STATE
PARKS AND RECREATION COMMISSION**

**PURCHASED SERVICES AGREEMENT
PARKS CONTRACT NO. WR xxx-xxx**

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

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

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

SPECIAL TERMS AND CONDITIONS

I. SCOPE OF WORK

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

The Contractor shall provide "description of services", these services are detailed in the attached **Exhibit A-Scope of Work** and made part of this contract.

Subcontracting is not authorized without the expressed written approval of State Parks.

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 **April 30, 2027**, unless sooner terminated as provided herein.

Snow plowing and removal services may begin on or after December 1st and end no later than March 31st of each year of this contract, as defined in the Scope of Work, **Exhibit A**.

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 **One Dollar, and No/100ths Dollars (\$1.00)**. Any additional services provided by the Contractor must have the prior written approval of State Parks. For each ensuing year of the contract, a new amendment will be provided showing the Snow Plowing and Removal Services for the next Winter Season, as detailed in the attached **Exhibit A**, and made part of this contract.

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

- 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 **Jason Goldstein, Program Specialist 5, phone (360) 902-8662** and email: jason.goldstein@parks.wa.gov, 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 **"Contractor's contact info"** and 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 – Exhibit A
 - RFP (WSPRC xxx-xxx) “name of project”
 - 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.

VII. BUSINESS STRUCTURE & EMPLOYEES (Compliance with law)

During the life of the contract, State Parks may require the Contractor to provide proof, satisfactory to State Parks, 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.

State Parks reserves the right and may contact any person, business, agency, database system it deems necessary to validate compliance. Further, State Parks may require your firm to provide information, acceptable to State Parks, that verifies and validates business structure and/or the employment status for anyone appearing to be working on behalf of this contract. 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 may result in your contract terminated.

Note: Information is readily available from the Department of Revenue, Labor and Industries, Secretary of State, and Employment Security Department.

THIS CONTRACT, consisting of Ten (10) total pages which includes 10 attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

Contractor:

State Parks:

Awarded Contractor's Name

address

Phone: (xxx) xxx-xxxx

Email:

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 _____

Michael Maverick
Title Contracts Manager, State Parks

Date _____

Date _____

UBI No. xxx-xxx-xxx

Fed. Tax Id. No. xx-xxxxxxx

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

/ / / / /