



## REQUEST FOR BID PROPOSALS

### RFP 325-085 FLOATS EXTENSIONS AT LAKE CHELAN STATE PARK

**BRIEF DESCRIPTION:** The Washington State Parks and Recreation Commission (WSPRC or State Parks) is soliciting proposals from qualified firms to fabricate and deliver Float Extensions, to Lake Chelan State Parks. In general, the work includes all necessary labor, equipment, and materials (including additional fasteners) required to fabricate, deliver, and offload float extensions, as detailed in the in the specifications and drawings, to the boat ramp parking lot at Lake Chelan State Park, located at 7544 S. Lakeshore Road, Chelan, Washington. The onsite installation will be performed by State Parks.

**Bids are due: Thursday, November 30, 2023, by 1:00 PM, PST.**

**ELECTRONIC BID RESPONSES ONLY:** Bid responses will only be accepted electronically via Email/Email Attachment to [BidBox@parks.wa.gov](mailto:BidBox@parks.wa.gov). (PDF scan encouraged). See Section 4.1 – Submission of Responses for expanded details.

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

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

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

- See also (special communication instructions) §1.5, §1.6, §1.7.

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

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

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

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

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

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## 1 SUMMARY OF OPPORTUNITY

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### 1.1 ACQUISITION AUTHORITY

In accordance with RCW 39.26 RCW, the purpose of this Request for Proposals is to procure goods and/or services as described herein.

### 1.2 INTRODUCTION

Washington State Parks and Recreation Commission (WSPRC or Parks) seeks a qualified fabricator/supplier of Lake Chelan State Park Floats Extensions. The work includes all labor, equipment, and materials (including extra fasteners) necessary to fabricate and deliver and offload the Float Extensions as shown in the in the specifications and drawings to the boat ramp parking lot at Lake Chelan State Park, located at S. Lakeshore Road, Chelan, Washington 98816. Onsite installation will be performed by State Parks.

This document contains drawings and specifications in the Exhibits section. As a very high overview, WSPRC needs five (5) floats extensions.

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

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

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

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

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

#### **Bids Received Electronically:**

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

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

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

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

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### 1.3 BACKGROUND INFORMATION

In 2013 Washington State enacted Procurement Reform under the authority of RCW 39.26. Procurement Reform employs a risk mitigation strategy, one of which is limiting a contract period to a dollar value. Currently WSPRC has delegated authority for goods in the amount of \$250,000 per purchase event. The resulting contract will be structured to ensure the WSPRC does not exceed the \$250,000 dollar threshold. Said another way, for risk mitigation purposes, WSPRC will wait until one purchase event is completed (meaning received, inspected, accepted), before placing another purchase event so that there is never any monetary exposure greater than \$250,000 at any one time.

### 1.4 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](mailto:contracts@parks.wa.gov) no later than **Tuesday, October 24, 2023**. The email subject line must include 325-085 RSVP.

Example email subject line: <b>325-085 RSVP</b>
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The following day we will send out a meeting request (with hyperlink) to the email address that you used to RSVP. Attendees should not display video and keep their microphone muted if not talking.

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

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

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

### 1.5 COMMUNICATION REGARDING THIS COMPETITION

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

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

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

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

- Prebid Conference (Section 1.4)
- Question and Answer Period (Section 1.6)

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- Complaint Period (Section 1.7)
  - Submitting the Bid Response (Section 4.1)
  - Procurement Records Disclosure (Section 6.2)
  - Debriefing of Bidders (Section 6.3, 6.3.1)
  - Protests (Section 6.4, 6.4.3)

#### 1.6 QUESTION AND ANSWER PERIOD:

- Bidders may ask questions, seek clarifications or changes at any time, however, the WSPRC needs time to formulate a response and post the response on WEBS. Responses must occur well before the bid's due date deadline so that Bidders can digest the information and author a bid response.
- Final day for questions that may receive a formal answer response via WEBS is: See Section 1.8 – Procurement Schedule: **Question Period** or **Prebid Conference**.
- Send Questions to: [contracts@parks.wa.gov](mailto: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: **325-085 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.

#### 1.7 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 1.8 – Procurement Schedule. Complaints received before and after this period will not be considered.
- Send Complaints to: [contracts@parks.wa.gov](mailto: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: **325-085 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.

## 1.8 PROCUREMENT SCHEDULE:

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

Activity	Due Dates	Time
RSVP Prebid Conference	<b>10/24/2023</b> See additional details in Section 1.8 – Prebid Conference.	NA
Prebid Conference	<b>10/26/2023</b> See additional details in Section 1.8 – Prebid Conference	10:30AM-11:00AM PST
Question Period	<b>10/03/2023 – 10/27/2023</b> See additional details in Section 1.10 – Question and Answer Period.	NA
Answer Period	<b>10/27/2023 – 11/21/2023</b> , anticipated but may take longer. All Answer Responses will be posted on WEBS. See Section 1.10 – Question and Answer Period	
Complaint Period	<b>11/21/2023 – 11/24/2023</b> See additional details in Section 1.11 – Complaint Period. Complaints received before or after the Complaint period will not be considered.	NA
Bidder's Response – <b>Deadline</b>	<b>11/30/2023</b> See also: Section 4 - Responses - Preparation and Submission Requirements. See also Section 3.1 CHECKLIST OF REQUIRED MATERIALS	<b>1:00PM</b>
Announcement of Apparent Successful Bidder (ASB)	After the Bid's due date (deadline to submit bid responses) and following the evaluation, the state will Announce the Apparent Successful Bidder (ASB). See additional details in Section 6.1 – Announcement of Apparent Successful Bidder.	
Debriefing of Bidders	The Bidder wanting a Debrief must request a Debrief within three business days following the day of the Announcement of Apparent Successful Bidder (ASB). See additional details in Section 6.3 – Debriefing of Bidders	

Activity	Due Dates	Time
Protest	The DEBRIEFED Bidder wanting to submit a protest must submit a Protest within five business days following the day of the Debrief. See additional details in Section 6.4 - Protests	

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## 2 SPECIAL TERMS

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### 2.1 ADVANCED PAYMENT PROHIBITION

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

### 2.2 BUSINESS STRUCTURE & EMPLOYEES (COMPLIANCE WITH LAW)

During bid response evaluation and/or prior to contract execution and/or during the life of the contract, the Washington State Parks and Recreation Commission (WSPRC) may require your firm to provide proof, satisfactory to WSPRC, that your firm is a legally licensed business entity and is compliant with all business and employee related laws and regulations, including but not limited to, taxes, licenses, employee insurance, not debarred, etc. WSPRC reserves the right and may contact any person, business, agency, database system it deems necessary to validate compliance. Further, WSPRC may require your firm to provide information, acceptable to WSPRC, that verifies and validates business structure and/or the employment status for anyone appearing to be working on behalf of this contract. Failure to provide 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 state government agencies such as the Department of Revenue, Labor and Industries, Secretary of State, and Employment Security Department, however named.

### 2.3 CAUTION: THE RESULTING CONTRACT AND ITS TERMS AND CONDITIONS

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

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



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

#### 3.1 CHECKLIST OF REQUIRED SUBMITTALS

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

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

#	Submittal	Scored by Points and/or Low Price and/or Pass/Fail	For Reference: See Appendix Or Section	Bidder Mark if Provided (failure to provide as instructed may result in bid rejection)
1	Certifications (form provided, must be signed)	P/F	Appendix A, Section 3.2 Section 8.1	
2	Bidder Profile (form provided)	P/F	Appendix B, Section 3.3 Section 8.2	
3	Competition Amendments (if any)	P/F	Section 7.3, Section 3.4	
4	Price Sheet (form provided)	Up to 60 points	Appendix C, Section 3.5 Section 8.3	
5	Experience and Expertise (self-authored)	Up to 20 points	Section 3.6	
6	OMWBE/ Small & Veteran Owned Certification (self-authored)	10 points	Section 3.7	
7	References (fresh) (form provided)	Up to 10 points	Appendix D, Section 3.8 Section 8.4	
8	(optional) Polychlorinated Biphenyls (PCB) Preference Consideration (form provided)	Up to five percent (5%) preference	Appendix E, Section 3.9 Section 8.5	

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

A FORM is provided for this part of your bid response. See (APPENDIX A – CERTIFICATIONS, ASSURANCES, AND WAIVER).

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

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

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

### 3.3 (APPENDIX B) – BIDDER PROFILE

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

Bidder Profile provides general information concerning the Bidder and/or its corporate entity.

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

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

### 3.4 COMPETITION AMENDMENTS (IF ANY)

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

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

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

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

### 3.5 (APPENDIX C) – PRICE SHEET TABLE

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

- **Appendix C – Price Sheet Table is segmented into two parts:**
  - Appendix C - Table 1 – SPECIAL TERMS FOR BIDDER'S PRICING
  - Appendix C - Table 2 – BIDDER'S PRICING QUOTE

Award made to the responsive and responsible bidder and who has the highest score and the lowest price.

*All costs rolled in, except tax:* Bidder your **unit price** must factor in all cost drivers, such as but not limited to: Shipping, packaging, etc. The only thing you should not include in the unit price is the sales tax. Washington State government agencies DO PAY sales tax but that should appear separately on the invoice and not as part of the unit price on the Price Sheet provided by the Bidder.

This part of the bid response is **scored up to 60 points** with a pro rata share for higher costing bids. Example: Three Bids are received (A @ \$25, B @ \$26.50, C @ \$50).

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- Bid A get 60 points ( $25/25 = 1.0 \times 60$  points = 60,
  - Bid B gets 56.60 points ( $25/26.50 = .943 \times 60$  points = 56.60),
  - Bid C gets 30 points ( $25/50 = .5 \times 60$  points = 30 points).

### 3.6 EXPERIENCE AND EXPERTISE

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

- **Title this “3.6 Experience and Expertise”.**

Please provide detailed information about your company's experience in fabricating and delivering and offloading float extensions as shown in the drawings and specification's documents to the boat ramp parking lot at Lake Chelan State Park floating extensions.

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

### 3.7 OMWBE/ SMALL & VETERAN OWNED CERTIFICATION

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

- **Title this “3.7 OMWBE/Small & Veteran Owned Certification”.**

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

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.

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

### 3.8 (APPENDIX D) - REFERENCES

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

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

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

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

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

### 3.9 (APPENDIX E, OPTIONAL) – PCB REDUCTION (5% PREFERENCE)

A FORM is provided for this part of your bid response. See (APPENDIX E – PCB REDUCTION.)

Statutory Preference for PCB-Free Products and the product's packaging. Pursuant to RCW 39.26.280, WSPRC is providing a bid preference (incentive) of up to five percent (5%) to any bidder that provides products AND the product's packaging that do not contain Polychlorinated Biphenyls (PCBs).

Bidders seeking the preference must make the certification on the certification form embedded below and/or separately posted on WEBS for this competition. Bidders who seek to obtain bid preference for PCB-Free Products AND the product's packaging must, in

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regard to the products AND product's packaging pertaining to this procurement, certify either that (a) all of their products AND product's packaging; or (b) specific products And product's packaging are PCB-free.

To be deemed to be 'PCB-free,' the applicable product(s) AND packaging must be tested, within the previous 365 days, by an independent, third party laboratory using Environmental Protection Agency Analytical Method 1668c, and have been found NOT to contain PCBs above the practical quantification limit. Such test for the applicable products must be attached to the certification. The cost for conducting any such testing is at the bidder's expense.

FURTHER: For the documents to be considered for the preference, the Bidder SHALL, organize the material in an EASY-TO-UNDERSTAND format and clearly describe which Price Sheet line item it applies to (crosswalk if need). WSPRC will not expend large amounts of time to determine the documents' veracity and if the document(s) cannot be quickly and easily understood, at the WSPRC's discretion, the document(s) will not be considered, and no preference will be applied.

#### 4 RESPONSES - PREPARATION AND SUBMISSION REQUIREMENTS

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##### 4.1 SUBMISSION OF RESPONSES

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

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, Appendix A – Certification, Assurances, and Waiver, subsection O.

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

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

Send you bid response to: [BidBox@parks.wa.gov](mailto:BidBox@parks.wa.gov).

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

Example email subject line: **325-085 Bid ACME**

Example email subject line: **325-085 Bid John Smith Construction**

Example email subject line: **325-085 Bid Microsoft**

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

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

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

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

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

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

#### **4.2 RESPONSE LAYOUT REQUIREMENTS**

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

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

### **5 EVALUATION AND AWARD**

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#### **5.1 DETERMINATION OF RESPONSIVENESS**

All Responses received by the stated deadline will first be reviewed by the Procurement Coordinator to ensure that the Responses appear to contain the information required in this competition document. Only Bid Responses that meet the requirements will be forwarded for further substantive review. Any Response that does not appear to contain all of the required information or any Bidder who does not meet the mandatory qualifications will be rejected as non-responsive and will be removed from further evaluation. However, the Procurement Coordinator has the right to waive minor informalities, and/or seek clarification if confused provided that neither alters the content of the Response.

WSPRC reserves the right to: (1) Waive any informality (WSPRC reserves the right to determine the actual level of Bidders' compliance with the requirements specified in this competition and to waive informalities in a bid). An informality is an immaterial variation from the exact requirements of the competition, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured.; (2) Reject any or all bids, or portions thereof; (3) Cancel the Competitive Solicitation and may re-solicit bids; and/or (4) Negotiate with the lowest responsive and responsible Bidder(s) (or Bidder with the most points) to determine if such bid can be improved.

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### 5.1.1 Rejected Bids/Bidders & Rejection Notification & Rejection Response

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

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

If WSPRC determines that a bid or Bidder must be rejected under 5.4.1 and/or subparts, WSPRC will send a rejection notification to the email address provided by the Bidder in the Bidder Profile form (Appendix B). WSPRC bears no responsibility for any issue or technological issue preventing actual receipt of the notification to the rejected Bidder.

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

- The Bidder's Rejection Response **must be sent to** [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov).
- **Subject line must include** the bid's identification number and "Rejection". See the first page or footer for the bid's identification number.

Example email subject line: <b>325-085 Rejection</b>
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- The Bidder must explain how and why WSPRC erred in rejecting the Bidder's bid under Section 5.4.1 - Preliminary Evaluation (Procedural).

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

The process detailed in this section (Section 5.1.1), does not supersede or displace the DEBRIEF process or PROTEST process. A Bidder may after the Announcement of Apparent Successful Bidder is announced, request a Debrief, and a Debrief is a prerequisite for a Protest. See Section 6.3 – Debriefing of Bidders and Section 6.4 – Protests for expanded details about the process and what WSPRC will recognize as legitimate.

## 5.2 GENERAL EVALUATION PROVISIONS

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

Evaluations of subjective material will likely be conducted by the customer program requiring the goods/services or an evaluation team. WSPRC has sole discretion over the selection of evaluators and will make such selections based on each potential evaluator's availability, knowledge, skills, and experience with the subject matter. Evaluator(s) will independently grade and score or consensus score the Bidder's material based on their own independent judgment, and in accordance with the format noted herein for each respective requirement. Evaluator(s) will only evaluate the material contained in the Responses and will not incorporate outside material into their determinations. The evaluator(s) has sole discretion over his or her final scores.

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

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### 5.3 EVALUATION OF COMPLETION BY DATE

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

### 5.4 EVALUATION STEPS

#### 5.4.1 Preliminary Evaluation (Procedural)

- a) Did the bid response arrive by the due date (deadline) to the proper location? Pass/Fail.
- b) Did the Bidder, on behalf of the Bidder's Firm, appear to bind the company to the commitment of the competition (manifestation of assent)? Pass/Fail. Acceptable manifestations of assent may include:
  - Is the bid signed by an individual (a person and NOT a group or team)) with a wet-ink signature albeit provided as a PDF scan, photo, or other similar visual copy representation?
- c) Did the Bidder appear to provide and complete the information requested? Pass/Fail.
- d) Does the Bidder appear to accept the WSPRC terms and conditions without reservation? Pass/Fail.
- e) Does the Bidder, under penalty of perjury, certify it is not a Wage violator (see Certification - Wage Theft Prevention)? Pass/Fail.
- f) Does the Bidder, under penalty of perjury, certify it supports worker's rights (see Certification - Supporting Workers' Rights)? Pass/Fail.
- g) If submittals were required, were the submittals provided and do they appear to be complete so that the bid could be compared to other conforming bids? Pass/Fail.
- h) If any bid is rejected at this stage, send a Rejection Letter to the Bidder's email address provided by the Bidder in the Appendix B – Bidder Profile. See also Section 5.1.1 – Rejected Bids/Bidders & Rejection Notification & Rejection Response. Allow the Rejection process to run its course and then for all remaining responsive bids, advance the bid(s) to Section 5.4.2 – Substantive Evaluation: Phase 1.

#### 5.4.2 Substantive Evaluation: Phase 1

- a) Preferences and penalties: Preferences and penalties that are required by law, rule, or competition document will be applied to bid pricing. A preference reduces the Bidder's stated price by the amount of the preference and is an advantage to the Bidder. A penalty increases the Bidder's stated price by the amount of the penalty and is a disadvantage to the Bidder. *Preferences and penalties are applied to the pricing for evaluation purposes only but are not applied for purchasing purposes if awarded the contract.*
  - Determine Reciprocity under [RCW 39.26.271](#), [WAC 200-300-075](#), [DES Reciprocity Information](#), [DES Reciprocity Map \(list\)](#). Determine the business address from which the bid was submitted. Check the DES Reciprocity Map (list) to determine, for evaluation purpose only, if the bid's pricing must be increased or rejected.
  - Determine Polychlorinated Biphenyls (PCB):
- b) If submittals were required, were the submittals provided and were they materially complete so that the material aspects of the bid response can be compared to other conforming bids? Pass/Fail. If a points methodology is being used instead of a pass/fail methodology, then determine the points.



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- c) Determine the low bid; use subtotal value. If a points methodology is being used instead of low bid methodology, then determine the points.
  - d) References: If not waived by WSPRC, do the references reflect good customer service and good product quality, and no meaningful apprehension from using this Firm in the future? Pass /Fail. If a points methodology is being used instead of a pass/fail methodology, waiver is not allowed, WSPRC must determine the points.
  - e) Responsibility of the Bidder: In determining the responsibility of the Bidder, WSPRC may also consider: [RCW 39.26.160 Bid awards—Considerations—Requirements and criteria to be set forth—Negotiations—Use of enterprise vendor registration and bid notification system](#). If considered then Pass/Fail.
  - f) Upon determining the lowest priced responsive and responsible Bidder (or responsive and responsible Bidder with the most points), perform the Announcement of ASB UNLESS the Substantive Evaluation: PHASE 2 (optional) is used.

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

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

#### **5.5 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 (Attachment B) - Primary Contact Person for Questions/Contract Negotiations.

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

#### **6.1 ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER (ASB)**

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

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



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The announcement is called the Announcement of Apparent Successful Bidder. Notification that a Firm(s) was selected as the ASB simply means that at this point in time WSPRC believes the ASB was the lowest cost responsive and responsible Bidder (or Bidder with the most points), but designation as the ASB is not a guarantee of a contract and/or WSPRC Purchase Order, or purchase. WSPRC reserves the right to reevaluate the ASB's bid and determine whether the ASB's bid was responsive and responsible and successful as first thought. ASBs are cautioned not to commit funds, resources, and effort prior to receiving an actual executed contract and/or WSPRC Purchase Order. Bidders and ASBs that commit funds, resources, and effort prior to a contract and/or WSPRC Purchase Order do so at its own risk and peril. Further, WSPRC cautions against any premature action prior to an executed contract and if any premature action causes a disruption or dilemma for WSPRC, it could result in no contract being executed.

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

## 6.2 PROCUREMENT RECORDS DISCLOSURE

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

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

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

WSPRC Public Records Officer at: [public.disclosure@parks.wa.gov](mailto: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 325-085 Floats Extensions at Lake Chelan State Park**

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

## 6.3 DEBRIEFING OF BIDDERS

Following the Announcement of Apparent Successful Bidder and upon request by the Bidder, a debriefing conference will be scheduled with an unsuccessful Bidder. THE REQUEST FOR A DEBRIEFING CONFERENCE MUST BE RECEIVED BY THE PROCUREMENT COORDINATOR **WITHIN THREE (3) BUSINESS DAYS FOLLOWING THE DAY OF THE ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER.** Thereafter, WSPRC will schedule a Debrief conference to go over the Bidder's bid (not other bids).

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### 6.3.1 How To Request A Debrief Conference

Requests for Debriefs shall be addressed to the Procurement Coordinator in the form of an email to [contracts@parks.wa.gov](mailto: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: **325-085 Debrief**

### 6.3.2 Debrief Meeting, Discussion, And Delay

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

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

### 6.3.3 Debrief Is A Prerequisite For Protest

A Debriefing Conference is a prerequisite to Protesting the Competition.

## 6.4 PROTEST

### 6.4.1 General:

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

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

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

### 6.4.2 Form And Content:

All protests must:

- Be in writing.
- The protest must state and clearly articulate the grounds for the protest (see Section 6.4.3 – Content Limitations and 6.4.5 – Grounds Which May Be Protested) with specific facts and complete statements of the action(s) being protested.
- A description of the relief or corrective action being requested should also be included.
- All protests shall be addressed to the Procurement Coordinator.

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### 6.4.3 Content Limitations:

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

WSPRC will summarily reject protests that:

- fail to state and clearly articulate at least one of the three GROUNDS provided in Section 6.4.5 – Grounds Which May Be Protested;
- contain rants, attacks, and/or disparaging or abusive remarks;
- include multiple attachments or references to material (document dumping, document overload); OR,
- appear to require the reader to weigh through voluminous amounts of material to verify the argument being made or piece together voluminous amounts of material to decipher the argument being made.

### 6.4.4 Submission Of Protests

- All protests must be submitted within three (3) business days after the day of the Debriefing Conference.
- Bidders must send all protests to: [contracts@parks.wa.gov](mailto: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: <b>325-085 Protest</b>
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- The name of the protesting Bidder, mailing address and phone number, and the name of the individual responsible for submission of the Protest.

### 6.4.5 Grounds Which May Be Protested

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

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

- An evaluator's professional judgment on the quality of a response, or
- WSPRC's assessment of its own and/or other agencies' needs or requirements, or,
- Issues, concerns, objections, or requests for changes that were or could have been addressed during the Question and Answer Period, Complaint Period, or a Bidder rejected under Section 5.1.1 - Rejected Bids/Bidders & Rejection Notification & Rejection Response, failing to timely avail itself of the Rejection Response period.

### 6.4.6 Manager Assignment And Review

Upon receipt of a protest that meets the requirements described herein, a protest review will be held by WSPRC. WSPRC will assign a Manager who was not involved in the procurement. The Manager is responsible for reviewing and investigating the Bidder's written protest and may meet with agency staff or the agency program that was involved in the competition. The Manager may consider the record and all reasonably available facts

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and will issue a protest determination in writing within fifteen (15) business days from receipt of the protest. If additional time is needed, the Manager will notify the protesting party of the need for additional time within 15 business days from receipt of the protest.

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

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

#### **6.4.7 Protest Determinations And Findings**

The Manager's protest determination may:

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

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

#### **6.4.8 Agency Decision is final**

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

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

### **7.1 ANNOUNCEMENT AND SPECIAL INFORMATION**

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

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

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

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### **7.3 AMENDMENTS TO THE COMPETITION**

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

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

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

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

Each Bidder is specifically notified that failure to comply with any part of the solicitation may result in rejection of their Response as non-responsive. Rejected, non-responsive Responses will not be further evaluated, one the bid is found to be non-responsive. WSPRC will not be liable for any errors or omissions in Bidder's Response. Bidders will not be allowed to alter their Response after the Response Submission Deadline.

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

### **7.5 CLARITY AND CLARIFICATIONS**

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

### **7.6 COST OF RESPONSE PREPARATION**

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

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

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

### **7.7 OWNERSHIP OF RESPONSES**

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

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## **7.8 FINAL SELECTION & NO OBLIGATION**

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

## **7.9 INCORPORATION OF RESPONSE IN CONTRACT**

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

## **7.10 AGREEMENT TO WSPRC'S CONTRACT TERMS AND CONDITIONS**

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

## **7.11 STATEWIDE VENDOR PAYMENT REGISTRATION**

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

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

## **7.12 MINORITY WOMEN OWNED AND VETERAN OWNED BUSINESS**

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

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

Minority and Women-Owned Businesses

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

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

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

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#### **7.14 CIVIL RIGHTS COMPLIANCE**

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

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## 8 APPENDICES AND EXHIBITS

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

- Appendix A (Section 8.1): Certifications, Assurances, and Waiver (**sign and return all pages**)
- Appendix B (Section 8.2): Bidder Profile (**return all pages**)
- Appendix C (Section 8.3): Pricing Page (**return all pages**)
- Experience and Expertise (Section 3.6) (self-authored)
- OMWBE/Small & Veteran Owned Certification (Section 3.7) (self-authored)
- Appendix D (Section 8.4) References (**return all pages**)
- Appendix E - Optional (Section 8.5): PCB Certification (**return all pages**)

### EXHIBITS

- Exhibit A (Section 8.6): Sample Contract & General Contract Terms And Conditions
- Exhibit B Lake Chelan Floats Extensions-Specifications
- Exhibit C Lake Chelan Floats Extensions-Drawings

**Continue on next page**



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

- a) I/My Firm make the following certifications and assurances as a required element of the proposal (bid response) to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
- b) I/we declare that all answers and statements made in the proposal are true and correct.
- c) The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
- d) The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by Washington State Parks and Recreation Commission (WSPRC) without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
- e) In preparing this proposal, I/My Firm have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity.
- f) I/My Firm understand that WSPRC will not reimburse me/my Firm for any costs incurred in the preparation of this proposal. All proposals become the property of WSPRC, and I/My Firm claim no proprietary right to the ideas, writings, items, or samples.
- g) Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
- h) I/My Firm agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions (if any), and any other instructions, Terms & Conditions, AND competition amendments to the same. Further:
  - 1. Alterations to WSPRC Documents: I/My Firm understand and agree that I/My Firm shall not and has not altered or deviated from the original competition and any follow-on competition amendments and if my/my Firm's bid response received by WSPRC materially alters or deviates from the competition or competition amendments (if any) then the bid response may be disqualified. Whether the alteration is noticed or not noticed by WSPRC, any resulting contract (including any type of order placement) SHALL continue with the altered portions or deviations being ignored in favor of the WSPRC official language (original competition and any follow-on competition amendments) as posted on the Washington Electronic Business Solutions (WEBS) which acts as the system of record for this competition. The awarded Contractor understands, agrees, and accepts this provision and SHALL hold harmless and save harmless the WSPRC.
  - 2. Unrequested Supplemental Materials in Bidders Bid Response: I/My Firm understands and agrees that I/My Firm shall not and has not supplemented my/my Firm's Bid Response with unrequested materials. Whether the unrequested material is noticed or not noticed by WSPRC, any resulting contract (including any type of order placement) SHALL continue with the unrequested material being ignored in favor of the WSPRC official language. The awarded Contractor understands, agrees, and accepts this provision and SHALL hold harmless and save harmless the WSPRC.
- i) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- j) I/My Firm grant WSPRC the right to contact references, systems, sources, and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this procurement.
- k) If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

**l) Bidder's Waiver And Release of Information, Public Disclosure is Authorized and Not Restricted:**

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

**m) Certification - Wage Theft Prevention:**

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

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

**n) Certification - Supporting Workers' Rights:**

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

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

**o) ELECTRONIC SUBMISSION OF DOCUMENTS ARE LEGALLY BINDING:**

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

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

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

Print out the competition document(s), review it, include any other required document, complete where necessary, sign where you need to sign with a pen onto the paper, when you believe your bid response is ready to be submitted to WSPRC, **scan it as a PDF file** and attach the file to your business email and send it to WSPRC. For expanded details see Section 4.1 – Submission of Responses.

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

I, acting as my Firm’s authorized representative declare on behalf of me/my firm under penalty of perjury under the laws of the State of Washington forgoing Certification and Assurances and Waiver is true and correct.	
Bidder, record the competition’s identifying number: <i>(see footer or face page)</i>	<b>RFP 325-085 FLOATS EXTENSION AT LAKE CHELAN STATE PARK</b>
Bidder’s Company Name	
Bidder’s Printed Name	
<b>Bidder’s Wet Signature</b> (use blue ink)	
Place of Signature (City & State)	
Date	

8.2 (APPENDIX B) – BIDDER PROFILE

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

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

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

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

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

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

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

\*\*\* **Email Address:** The email address provided by the Bidder in subsection (e) will be used for officially contacting the Bidder for purposes of the competition. If the email address is left blank, then the email address provided in subsection (d) will be used.

(i)	WA State UBI	
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**(APPENDIX B) – BIDDER PROFILE (return this page)**

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

(k)	Federal Tax Identification Number	
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8.3 (APPENDIX C) - PRICE SHEET TABLE (MUST BE LEGIBLE)

**Appendix C - Table 1 – SPECIAL TERMS FOR BIDDER'S PRICING QUOTE**

1. All Costs Rolled-in, Except Taxes: All costs rolled in, except tax. Washington State government agencies DO PAY sales tax but that should appear separately on the invoice and not as part of the unit price on the Price Sheet provided by the Bidder.
2. No Advanced Payment: With few exceptions, WSPRC may not make a payment in advance for goods or services in accordance with [RCW 43.88.160](#). WA State Government can only make payments after delivery and acceptance of the item or service, and only upon proper invoice.
3. FOB Destination Freight Prepaid and Included.
4. SHIP TO / DELIVERY location: Lake Chelan State Park, 7544 S. Lakeshore Road, Chela, WA 98816
5. Lead Time: Time is of the essence. While WSPRC believes the time window will be greater, WSPRC will guarantee at least (9) weeks of lead-time between the award and the delivery of the Floats Extensions. The awarded bidder must be able to procure these items using the minimum time frame of nine weeks and guarantee the intended placement.
6. Delivery and Handling: Rolled into the cost of the item.
7. Condition: New, unused, without defects and manufactured in a workman-like manner, fit for its intended purpose.
8. Objective: WSPRC intends to place five Floats Extensions at Lake Chelan State Park in TBD. Therefore, the awarded bidder is obligated to guarantee its fabrication and delivery to Lake Chelan State Park in TBD.  
COORDINATION: The awarded bidder SHALL coordinate the delivery with the WSPRC representative.
9. Warranty: One-year warranty on parts and labor.
10. TECHNICAL SPECIFICATIONS: See Exhibit B, and Exhibit C
11. See Specifications and drawings identified by Exhibit B and Exhibit C Lake Chelan Floats Extensions.
12. Bidders shall extend unit pricing as required. In the event of a math error in the extension of the cost, the unit price shall prevail.
13. FIRM OFFER PERIOD: The Bidder understands and accepts that it is making and will honor a Firm Offer period of 90 days following the bid's due date, and the Bidder's bid response may be accepted for award by WSPRC without further negotiation at any time within the 90-day period.

**CONTINUE TO NEXT PAGE.**

**Appendix C - Table 2 – BIDDER'S PRICING QUOTE**

#	Description	Unit of Issue	Quan. Needed	Unit Price	Total Price (Should not include tax)
1	<p><b>Bidder, record in the cells to the right a unit price and total price for the item described immediately below.</b></p> <p>Floats Extensions according to the Technical Specifications and Drawings.</p> <p>Bidder record the <b>manufacturer and model number</b> for the item you are offering: _____</p> <p>_____</p> <p>_____</p>	EA	5	\$	\$
2	See Appendix C, Table 1 for SHIP TO /DELIVERY location			<b>Est. Tax:</b>	\$

**(APPENDIX D) - REFERENCES (return this page)**

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

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

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



**(APPENDIX E) - PCB CERTIFICATION (return this page if completed)**

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**8.5 (APPENDIX E, optional) - PCB CERTIFICATION (MUST BE LEGIBLE)**

STATUTORY PREFERENCE FOR PCB-FREE PRODUCTS & THE PRODUCT'S PACKAGING

Pursuant to RCW 39.26.280, the Washington State Parks and Recreation Commission (WSPRC) is providing a bid preference in the amount of five percent (5%) to any bidder that provides products AND the product's packaging that do not contain Polychlorinated Biphenyls (PCBs).

Bidders who seek to obtain the bid preference for PCB-Free Products AND the product's packaging must, in regard to the products AND the product's packaging pertaining to this Competition, certify either (a) that **all** of their products AND the product's packaging; or (b) **specific** products AND the product's packaging are PCB-free. To be deemed to be 'PCB-free,' the applicable products AND the product's packaging must be tested, within the previous 365 days, by an independent, third party laboratory using Environmental Protection Agency Analytical Method 1668c, and have been found NOT to contain PCBs. Such test for the applicable products must be attached to this certification.

◇ ◇ ◇ ◇ ◇

I hereby certify, on behalf of the firm identified below, as follows (check one):

- BID PREFERENCE FOR **ALL** PRODUCTS AND THE PRODUCT'S PACKAGING. Bidder is seeking a bid preference for all of Bidder's products And the product's packaging pertaining to the above referenced Competitive Solicitation. Bidder certifies that each and all of Bidder's products AND the product's packaging identified in the above referenced Competition have been be tested, within the previous 365 days, by an independent, third party laboratory using Environmental Protection Agency Analytical Method 1668c, and have been found NOT to contain PCBs (PCB-Free). Bidder further certifies that the attached test results are the official test results for such products.

OR

- BID PREFERENCE FOR **SPECIFIC LINE ITEM** PRODUCTS AND THE PRODUCT'S PACKAGING. Bidder is seeking a bid preference for Bidder's following specific product(s) AND the product's packaging pertaining to the above referenced Competitive Solicitation. Bidder certifies that each of Bidder's listed product(s) AND the product's packaging pertaining to the above referenced Competition has been be tested, within the previous 365 days, by an independent, third party laboratory using Environmental Protection Agency Analytical Method 1668c, and have been found NOT to contain PCBs (PCB-Free). Bidder further certifies that the attached test results are the official test results for such product(s).

Line Item: \_\_\_\_\_

Line Item: \_\_\_\_\_

Line Item: \_\_\_\_\_

\*Add Additional lines if necessary

By signing the Certification and Assurance Page, I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

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

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

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



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

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

**ACQUISITION AUTHORITY**

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

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

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

**SPECIAL TERMS AND CONDITIONS**

**I. SCOPE OF WORK**

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

The Contractor will provide the following services:



**II. PERIOD OF PERFORMANCE**

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

**III. RIGHTS AND OBLIGATIONS**

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

#### IV. COMPENSATION AND PAYMENT

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

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

#### V. CONTRACT REPRESENTATIVES

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

#### VI. INTERPRETATION OF CONTRACT

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

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

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

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

Contractor:

State Parks:

«ContractorConsultantName»  
«PhysicalAddress»  
«PhysicalCity», «PhysicalState»  
«PhysicalZipCode»  
  
«FirstName» «LastName», «Title»  
Phone: «PhoneNumber»  
Email: «EmailAddress»

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

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Mark Bibeau,  
Title Chief Financial Officer

Date \_\_\_\_\_

Date \_\_\_\_\_

UBI No. «UBINumber»

Fed. Tax Id. No. «FederalID»

Approved as to form:

Mike Ferguson /s/  
Assistant Attorney General  
August 2009

## **Attachment A GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## TREATMENT OF ASSETS –

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**END OF GENERAL TERMS AND CONDITIONS**  
/ / / / /

**C300-6614-2023**  
**August 22, 2023**



**EXHIBIT B**  
**SPECIFICATIONS**

**FOR**

**FLOATS EXTENSIONS**

**AT**

**LAKE CHELAN STATE PARK**

**IN**

**CHELAN COUNTY**

**WASHINGTON STATE PARKS & RECREATION COMMISSION**  
**1111 ISRAEL ROAD SW**  
**TUMWATER, WA 98501-6512**  
**POST OFFICE BOX 42650**  
**OLYMPIA, WASHINGTON 98504-2650**



**PROJECT MANUAL**

**FOR**

**FLOATS EXTENSIONS**

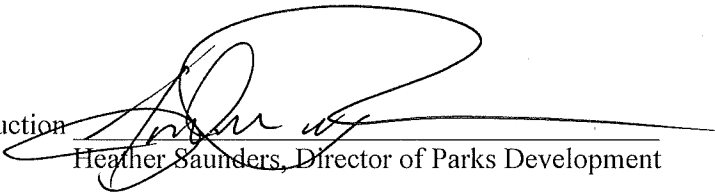
**AT**

**LAKE CHELAN STATE PARK**

**IN**

**CHELAN COUNTY**

Approved for Construction

  
Heather Saunders, Director of Parks Development

**WASHINGTON STATE PARKS AND RECREATION COMMISSION**  
**1111 ISRAEL ROAD SW**  
**TUMWATER, WASHINGTON 9501-6512**  
**P.O. BOX 42650**  
**OLYMPIA, WASHINGTON 98504-2650**

**LAKE CHELAN STATE PARK  
FLOATS EXTENSIONS**

SECTION 010000 – GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Lake Chelan State Park Floats Extensions includes all labor, equipment, and materials (including extra fasteners) necessary to fabricate and deliver and offload float extensions as shown in the Contract Documents to the boat ramp parking lot at Lake Chelan State Park. Onsite installation will be performed by the Owner.

1.2 TIME FOR COMPLETION OF PROJECT

- A. Substantially complete project in accordance with the drawings and specifications within 120 calendar days from date on Notice to Proceed letter. Final completion in accordance with Contract Documents within 30 calendar days from substantial completion date.

1.3 LIQUIDATED DAMAGES

- A. If Contractor fails to complete Contract within stipulated time, an assessment of 250.00 per day will be made against Contractor for each additional day required to complete contract, unless an extension of time was granted through Change Order. This assessment is to cover Commission's liquidated damages and is not to be construed as a penalty.
- B. Contract authorizes the Washington State Parks and Recreation Commission to deduct liquidated damages from money due at completion of contract.

1.4 PRE-CONSTRUCTION CONFERENCE

- A. Following notification of award to Contractor, the date for an on-site pre-construction conference will be set. Do not commence Work prior to conference or until written clearance has been obtained from Project Representative.
- B. Furnish Project Representative with following:
  - 1. Complete list of sub-contractors, including business address, telephone numbers, items of Work, and registration numbers. List is to be updated during contract life.
  - 2. Name and contact information of Contractor's staff who is in charge and responsible for site safety and will be on site at all times.
  - 3. A Site-Specific Safety Plan related to shop fabrication and assembly and work associated with delivery and offloading at the site that is in compliance with the Department of Labor and Industries and 000011 – General Conditions specifically for this project.
  - 4. A progress schedule in accordance with General Conditions.
  - 5. A detailed cost breakdown for lump sum bid items. Furnish a fair evaluation of actual cost of each items of Work listed. This will be used in processing Contractor's requests for partial payment. Submittal of breakdown does not affect the Contract terms.

**LAKE CHELAN STATE PARK  
FLOATS EXTENSIONS**

- C. Project Representative will supply a list of hazardous products that could be encountered on Project. Appropriate Safety Data Sheet (SDS) will be on file at park.

1.5 PROGRESS CLEANING

- A. Remove rubbish and debris from park property daily unless otherwise directed do not allow accumulation. Store materials that cannot be removed daily only in areas specified by the Project Representative.
- B. Maintain worksites in a neat and orderly condition.
- C. Cleanup operations are incidental to the Contract and no extra compensation will be made.
- D. **None** of WSDOT General Requirements, measurement or payment provisions apply.

1.6 AS-BUILT DRAWINGS

- A. Keep a clean set of full-sized drawings to identify changes.

1.7 PROJECT CONDITIONS

- A. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1.8 PARTNERSHIP IN THE CONTRACT

- A. As partners in this contract, both Contractor and Commission recognize the value of a successful Project. Both parties recognize, besides the tangible benefits to Contractor and the Commission, the citizens of Washington State and visitors to Washington State Parks will benefit immensely from the successful completion of a quality Project.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**LAKE CHELAN STATE PARK  
FLOATS EXTENSIONS**

SECTION 013501 – INADVERTENT DISCOVERIES OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS

PART 1 - GENERAL

1.1 PROJECT SPECIFIC REQUIREMENTS

- A. No cultural resource sites are known to exist within Work area. However, there always exist the potential for unanticipated discoveries during excavation work.

1.2 EMERGENCY CONTACTS

WSPRC Archaeologists

Jennifer Wilson, Archaeology Program Manager (360) 787-6511 (cell)  
Email: [jennifer.wilson@parks.wa.gov](mailto:jennifer.wilson@parks.wa.gov) (360) 902-8637 (office)  
Sarah DuBois, Archaeologist (509) 972-5884 (cell)  
Email: [sarah.dubois@parks.wa.gov](mailto:sarah.dubois@parks.wa.gov) (509) 665-4336 (office)

WSPRC Curator of Collections/NAGPRA Specialist

Alicia L. Woods, Statewide Curator of Collections & NAGPRA Specialist (360) 586-0206 (office)

State Physical Anthropologist

Guy Tasa, PhD, Dept. of Archaeology and Historic Preservation (360) 790-1633 (cell)

Assistant State Physical Anthropologist

Julie Berger, Dept. of Archaeology and Historic Preservation (360) 890-2633 (cell)

County Coroner/Examiner

Wayne Harris, Chelan County Coroner (509) 667-6431 (office)

Area Manager

Sharon Soelter, Area Manager (509) 686-7231 (park)  
Email: [Sharon.soelter@parks.wa.gov](mailto:Sharon.soelter@parks.wa.gov) (509) 557-2765 (cell)

Region Manager

Josh Bell, Region Manager (509) 665-4313 (office)  
Email: [josh.bell@parks.wa.gov](mailto:josh.bell@parks.wa.gov) (509) 668-1051 (cell)

Local Law Enforcement (if can't get ahold of any park staff)

Brian Frahm, Park Ranger 3 (509) 423-2211 (cell)



## LAKE CHELAN STATE PARK FLOATS EXTENSIONS

### 1.3 INADVERTENT DISCOVERIES OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS

- A. Many of Washington’s most important heritage sites reside on lands owned or managed by the Washington State Parks and Recreation Commission (WSPRC). Nearly all Washington State Parks contain one or more important historic buildings, structures, or archaeological sites. For this reason, archaeological surveys and historic building inventories are ordinarily commissioned as a part of background analysis and information gathering for park developments and undertakings. Results of these surveys are used during project planning to ensure every effort is made to avoid impacts to cultural resources. Yet, despite these efforts, there **always** remains some potential for unanticipated discoveries while working in Washington State Parks.
- B. All unanticipated discoveries, both cultural resources and human skeletal remains, are subject to all applicable federal and state statutes, regulations, and executive orders. For these reasons, the Inadvertent Discovery Plan (IDP) provides useful guidance and instructions for circumstances when cultural resources or human skeletal remains are found. Please carefully read these instructions. If you have any questions, please contact the appropriate WSPRC Area Manager or the WSPRC archaeologist assigned to the undertaking. It is also strongly recommended that anyone conducting ground-disturbing activities watch the training video produced by Washington State Dept of Ecology: [Inadvertent Discovery of Cultural Resources or Human Remains: Training for Field Staff](#). This IDP for cultural resources and human skeletal remains is based on [RCW 27.53](#), [RCW 68.50.645](#), [RCW 27.44.055](#), and [RCW 68.60.055](#) and [recommended language](#) from the Department of Archaeology and Historic Preservation (DAHP).

### 1.4 INADVERTENT DISCOVERY PLAN FOR CULTURAL RESOURCES

- A. If cultural resources are found during a project, activity in the immediate area of the find should be discontinued (**stop**), the area secured (**protect**), and the WSPRC archaeologists notified to assess the find (**notify**). *When in doubt, assume the material is a cultural resource and implement the IDP outlined below.*
- B. **Recognizing Cultural Resources-Types of Historic/Prehistoric Artifacts and/or Activity Areas That May Be Found**
  - 1. Artifacts- Both historic and prehistoric artifacts may be found exposed in backhoe trenches or back dirt piles.
    - a) Prehistoric artifacts may range from finished tools such as stone pestles, arrowheads/projectile points, shell beads, or polished bone tools to small pieces or “flakes” or “chips” of exotic stone such as chert, jasper, or obsidian.
    - b) Historic artifacts may include older (more than 50 years) nails, plates/ceramics, bottles, cans, coins, glass insulators, or bricks.
    - c) Old abandoned industrial materials from farming, logging, railways, lighthouses, and military installations.
  - 2. Activity Area/Cultural Features- While excavating trench lines look for evidence of buried activity areas/cultural features such as old campfire hearths or buried artifacts.
    - a) An area of charcoal or very dark stained soil with artifacts or burned rocks may be a fire hearth.

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- b) A concentration of shell with or without artifacts may be shell midden deposits.
- c) Modified or stripped trees, often cedar or aspen, or other modified natural features, such as rock drawings or carvings

- 3. Historic building foundation/structural remains- During excavation, buried historic structures (e.g., privies, building foundations) that are more than 50 years old may be found.
- 4. Bone- Complete or broken pieces of bones may be discovered exposed in trench walls or in back dirt piles. Bone of recent age is usually transparent or white in color. Older bone is usually found in various shades of brown. Burned bone is usually black or, if heavily burned, bluish-white.

C. STEPS TO TAKE IF A CULTURAL RESOURCE IS FOUND DURING CONSTRUCTION

- 1. **Stop** if a cultural resource(s) is observed or suspected, all work within the immediate area of the discovery must stop.
- 2. **Protect** the area from further disturbance. Do not touch, move, or further disturb the exposed materials/artifacts. Create a protected area with temporary fencing, flagging, stakes, or other clear markings that is large enough (30 feet or larger) to protect the discovery location area. The WSPRC archaeologist can help determine the size of the protected area. Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site.
- 3. **Notify** the WSPRC archaeologist. If the area needs to be secured, notify the Park Ranger or Park staff as well.
- 4. If requested by the WSPRC archaeologist, take photographs with a scale (e.g., pen, coin, etc.) and collect geospatial information of the discovery site to document the initial finds.

D. WHAT NOT TO DO IF A CULTURAL RESOURCE IS FOUND DURING CONSTRUCTION

- 1. Do not remove any artifacts from the site of the discovery.
- 2. Do not dig out objects protruding from any trench walls as this may cause further damage to artifacts and/or destroy important contextual information.
- 3. Do not share any information about the find, including on social media, except as necessary to implement the IDP.

E. WHAT HAPPENS NEXT?

- 1. The find will be assessed by a professional archaeologist (may be a WSPRC archaeologist or an archaeology consultant).
  - a) If the find is not a cultural resource, construction work may resume.
  - b) If the find is a cultural resource, the WSPRC archaeologist will contact the DAHP and affected Tribes, as appropriate, to develop a suitable treatment plan for the resource.
- 2. Construction work may resume in the protected area after the WSPRC archaeologist assigned to the undertaking has determined that the find has been adequately investigated and, if necessary, a treatment plan and monitor are in place to protect any remaining archaeological deposits.

1.5 INADVERTENT DISCOVERY PLAN FOR HUMAN SKELETAL REMAINS

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A. Native American burials and historic grave sites are uncommon features on Washington State Park lands. These remains, as well as any associated artifacts or funerary objects, are protected under state law and, if the park is a federal lease, applicable federal law. If you discover human remains (or bones that you believe may be human remains) during construction, please follow these important instructions. It is imperative that reporting and treatment of any human remains found during construction or any ground-disturbing activities are treated with utmost dignity and respect.

**B. Steps to Take If Human Skeletal Remains are Found During Construction**

1. **Stop** if human skeletal remains observed or suspected, all work within the immediate area of the discovery must stop.
2. **Protect** the area from further disturbance. Do not touch, move, or further disturb the remains. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection in place and shield them from being photographed. Create a protected area with temporary fencing, flagging, stakes, or other clear markings that is large enough (30 feet or larger) to protect the discovery location area. The WSPRC archaeologist can help determine the size of the protected area. Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site.
3. **Notify** law enforcement and the appropriate county medical examiner/coroner as soon as possible. If you are unsure if the remains are human, the physical anthropologist at DAHP may be called. Also notify the Park Ranger, the WSPRC archaeologist, and the WSPRC Curator of Collections/NAGRPA Specialist of the discovery of the remains.
4. If requested by law enforcement, the county coroner/examiner, the DAHP physical anthropologist, or the WSPRC archaeologist, take photographs with a scale (e.g., pen, coin, etc.) and geospatial information of the discovery site to document the initial finds.

**C. What Not to Do If Human Skeletal Remains are Found During Construction**

1. Do not pick up or remove anything.
2. Do not take any photographs of the remains unless instructed to do so by law enforcement, the county coroner/examiner, the DAHP physical anthropologist, or the WSPRC archaeologist. If pictures are requested, be prepared to photograph them with a scale (e.g., pen, coin, etc.) and collect geospatial information of the remains.
3. Do not call 911 unless you cannot reach law enforcement or the coroner/examiner by other means.
4. Do not share any information about the find, including on social media, except as necessary to implement the IDP.

**D. What Happens Next?**

1. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and decide whether those remains are forensic (crime-related) or non-forensic.
  - a) If forensic, the county medical examiner/coroner will retain jurisdiction over the remains.
  - b) If non-forensic, the county medical examiner/coroner will report that finding to the DAHP who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected Tribes of the remains. The State Physical Anthropologist will decide whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected Tribes. The DAHP will

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then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

Note: The WSPRC archaeologist assigned to the undertaking will be coordinating and consulting with the DAHP, affected Tribes, and other groups as necessary. Additionally, WSPRC's Curator of Collections/NAGPRA Specialist should be included on all written and/or verbal correspondence until the remains have been officially transferred from WSPRC's possession to an outside authority. Until the remains are transferred off of WSPRC's property, it is the responsibility of the Curator of Collections/NAGPRA Specialist to document and track the information regarding all human remains and associated funerary objects (including all material from excavation areas/units from which the human remains were removed).

2. Construction work may resume in the protected area after the WSPRC archaeologist assigned to the undertaking has determined that the find has been adequately investigated and, if necessary, a treatment plan and monitor are in place.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**LAKE CHELAN STATE PARK  
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SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - \GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-assurance and -control services required by Project Representative, Owner, or Authorities Having Jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
  - 1. Tests and inspections as described on the plans

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Project Representative.
- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to Authorities Having Jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

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- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of [**five**] consecutive years of recorded experience in the manufacturing of similar aluminum systems as their primary business and have successfully completed at least 10 similar projects within the past 3 years as well as being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Project Representative for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Project Representative for a decision before proceeding.

1.4 QUANTITY SHEETS/WEIGHT TICKETS

- A. For bulk items, supply quantity sheets (load receipts) to account for each load delivered to the jobsite. Deliver quantity sheets to Inspector on job at delivery time. If Inspector is not on job, deliver quantity sheets on a daily basis to place designated by Project Representative.
- B. No payment shall be made for materials delivered for which quantity tickets have not been turned into Inspector or delivered to designated place at end of working day. Backdated tickets are not acceptable as a basis for payment, except at Project Representative's discretion.
- C. If bid item for material to be delivered to jobsite is stated in TONS, only weight slips from approved scale are acceptable for payment purposes, unless approved in advance by Project Representative.

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- D. No payment for materials will be made until proper accounting has been made. Final quantity records are approved by Project Representative, with payment at Project Representative's discretion.

1.5 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 5. Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

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1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of Authorities Having Jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to **ASTM E 329**; and with additional qualifications specified in individual Sections; and, where required by Authorities Having Jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.



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- b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Project Representative, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
  1. Where services are indicated as Contractor's responsibility, engage a qualified 3<sup>rd</sup> party testing agency to perform these quality-control services. All proposed testing agencies shall be submitted by the contractor and approved by the Owner.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

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- E. Testing Agency Responsibilities: Cooperate with Project Representative and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Project Representative and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency and/or special inspector as required by Authorities Having Jurisdiction, as indicated on the plans and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  2. Notifying Project Representative and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  3. Submitting a certified written report of each test, inspection, and similar quality-control service to Project Representative with copy to Contractor and to Authorities Having Jurisdiction.

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4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Project Representative.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at the Fabricators shop. Post changes and revisions as they occur. Provide access to test and inspection log for Project Representative's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

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SECTION 014100 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 PERMITS, CODES AND REGULATIONS

- A. The following permits have been applied for (or are on file) and incorporated into the contract:
  - 1. S.E.P.A.
  - 2. Shoreline Substantial Development
  - 3. H.P.A.
  
- B. Conform with the requirements of listed permits and additional or other applicable permits, codes, and regulations as may govern Work.
  
- C. Obtain and pay fees for licenses, permits, inspections, and approvals required by laws, ordinances, and rules of appropriate governing or approving agencies necessary for proper completion of Work (other than those listed under item 1.1A. above and Special Inspections called for by the International Building Code).
  
- D. Conform with current applicable codes, regulations and standards, which is the minimum standard of quality for material and workmanship. Provide labor, materials, and equipment necessary for compliance with code requirements or interpretations, although not specifically detailed in the Drawings or specifications. Be familiar with applicable codes and standards prior to bidding.
  
- E. Process through Project Representative, requests to extend, modify, revise, or renew any of the permits (listed in 1.1A above). Furnish requests in writing and include a narrative description and adequate Drawings to clearly describe and depict proposed action. Do not contact regulatory agency with requests for permit extensions, modifications, revisions, or renewals without the prior written consent of Project Representative.

1.2 VARIATIONS WITH CODES, REGULATIONS AND STANDARDS

- A. Nothing in the drawings and specifications permits Work not conforming to codes, permits or regulations. Promptly submit written notice to Project Representative of observed variations or discrepancies between the Contract documents and governing codes and regulations.
  
- B. Appropriate modifications to the Contract documents will be made by Change Order to incorporate changes to Work resulting from code and/or regulatory requirements. Contractor assumes responsibility for Work contrary to such requirements if Work proceeds without notice.
  
- C. Contractor is not relieved from complying with requirements of Contract documents which may exceed, but not conflict with requirements of governing codes.

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1.3 COORDINATION WITH REGULATORY AGENCIES

- A. Coordinate Work with appropriate governing or regulating authorities and agencies.
- B. Provide advance notification to proper officials of Project schedule and schedule revisions throughout Project duration, in order to allow proper scheduling of inspection visits at proper stages of Work completion.
- C. Regulation coordination is in addition to inspections conducted by Project Representative. Notify Project Representative of scheduled inspections involving outside regulating officials, to allow Project Representative to be present for inspections.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**LAKE CHELAN STATE PARK  
FLOATS EXTENSIONS**

SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 PROTECTION OF PROPERTY AND EXISTING FACILITIES

- A. Provide protections necessary to prevent damage to park property and facilities.
- B. Only rubber-tired equipment are permitted to operate on paved park roads.
- C. Protect existing trees and other vegetation indicated to remain in place against cutting, breaking or skinning of roots, skinning and bruising of bark, or smothering of trees by stockpiling materials within dripline. Provide necessary temporary guards to protect trees and vegetation.

1.2 ENVIRONMENTAL PROTECTIONS

- A. Scope:
  - 1. Provide labor, materials, equipment and perform Work required for protection of environment during and as a result of construction operations under contract.
- B. Applicable Regulations:
  - 1. Comply with applicable federal, state and local laws and regulations concerning environmental pollution control and abatement, and specific requirements elsewhere in specifications and drawings to prevent and provide for control of environmental pollution.
- C. Protection of Land Resources:
  - 1. Give special attention to the effect of Contractor's operations upon surroundings. Take special care to maintain natural surroundings undamaged and conduct Work in compliance with following requirements:
    - a. When Work is completed, remove storage and other Contractor buildings and facilities, and sites restored to a neat and presentable condition appropriate to surrounding landscape, unless otherwise specified. Remove debris resulting from Contractor's operation.
    - b. Store petroleum products, industrial chemicals and similar toxic or volatile materials in durable containers approved by the Authority Having Jurisdiction and located in areas where accidental spillage will not enter water. Store substantial quantities of materials in an area surrounded by containment dikes of sufficient capacity to contain an aggregate capacity of tanks.
- D. Protection and Restoration of Property:

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1. Preserve public and private property, monuments, power and telephone lines, other utilities, prevention of damage to natural environment, etc., insofar as they may be endangered by Work.
2. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in execution of Work, or in consequence of non-execution of Contractor, restore, or have restored at Contractor's expense, such property to a condition similar and equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or make good damage or injury in some other manner acceptable to Project Representative.

E. Protection of Water Resources:

1. Perform Work not to create conditions injurious to fish or to their habitat, or which would make water unsuitable for private, municipal, or industrial use.
2. Take special measures to prevent chemicals, fuels, oils, grease, bituminous materials, waste washings, herbicides, insecticides, lime, wet concrete, cement, silt or organic or other deleterious material from entering waterways.
3. Dispose of offsite, in a lawful manner conforming to applicable local, state and federal laws wastes, effluents, trash, garbage, oil, grease, chemicals, cement, bitumen, etc., petroleum, and chemical products or wastes containing such products. Furnish Owner with documentation showing compliance with this requirement.
4. Conform to applicable local, state and federal laws for disposal of effluents. Dispose of waters used to wash down equipment in a manner to prevent their entry into a waterway. If waste material is dumped in unauthorized areas, remove material and restore area to condition of adjacent, undisturbed area. If necessary, excavate contaminated ground and disposed of as directed by Project Representative and replace with suitable compacted fill material with surface restored to original condition.

F. Emergency Spill Response Notification

1. Under state law, Ecology must be notified when any amount of regulated waste or hazardous material that poses an imminent threat to life, health, or the environment is released to the air, land, or water, or whenever oil is spilled on land or to waters of the state. The spiller is always responsible for reporting a spill. Failure to report a spill in a timely manner may result in enforcement actions. If you are not responsible for a spill, making the initial notification does not make you liable. However, please consult with Ecology's response team before attempting any type of response or cleanup. Also notify Park Manager and Project Representative.
2. If oil or hazardous materials are spilled to state waters, the spiller must notify both federal and state spill response agencies. The federal agency is the National Response Center at 1-800-424-8802. For state notification, call the Washington Emergency Management Division (EMD) at 1-800-258-5990 or 1-800-OILS-911 AND the appropriate Ecology regional office for your county (see numbers below). An Ecology spill responder will normally call reporting party back to gather more information. The agency will then determine its response actions. Also notify Park Manager and Project Representative.
3. Ecology Regional Spill Reporting Numbers:
  - a. Eastern Regional Office: (509) 329-3400 (Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, and Whitman counties)  
TDD: Washington Relay Service 711 or (800) 833-6388.

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1.3 PARK TRAFFIC/PEDESTRIAN CONTROLS

- A. Properly warn the public of construction equipment and activities, open trenches, and/or other unsafe conditions by providing all necessary warning equipment. Equipment includes warning signs, barricades, fencing, flashing lights and traffic control personnel (flaggers).
- B. Conduct operations with the least possible obstruction and inconvenience to the public in accordance with appropriate Section(s) of the WSDOT "Standard Specifications".

1.4 PROTECTION OF WORK

- A. Protect Work, materials, and equipment against damage, weather conditions, or other hazards. Equipment, Work or materials found damaged or in other than new condition will be rejected by Project Representative.

1.5 REMOVAL AND REPLACEMENT OF STATE-OWNED ITEMS

- A. Should any state-owned items, such as signs, bumper blocks, or related items, interfere with the proper construction process, remove and reinstall such items to the satisfaction of Project Representative.

1.6 USE OF PARK SPACE

- A. Only in areas of park that Contract covers and only during active inclusive dates of Contract.
- B. Contractor vehicle and equipment parking only as designated by Project Representative.
- C. Contractor will be issued temporary parking passes for construction crew, vehicles and equipment, valid for the duration of the contract only.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION



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SECTION 016000 – PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 COMMISSION FURNISHED ITEMS

- A. The Commission furnishes no items. Make all arrangements for and provide all materials required to accomplish the Work.

1.2 IMPLIED/INCIDENTAL MATERIALS

- A. Minor materials required for proper Project completion although not specifically mentioned or shown in Contract documents, are part of materials to be provided by Contractor as a part of Contract and are considered incidental to the total cost of Project. No additional compensation is due to the Contractor for providing such items.

1.3 QUALITY OF MATERIALS

- A. Materials are to be new, free from defects, and of quality specified in the drawings and specifications.
- B. Select and provide materials to ensure satisfactory operation and rated life in prevailing environmental conditions were installed.
- C. Same make and quality throughout the entire job, for each type. Furnish materials of latest standard design products of manufacturers regularly engaged in their production.

1.4 SPECIFIED MATERIALS

- A. Drawings and specifications generally reference only one make and model for each item of material or equipment required. This is not intended to be restrictive but indicates the standard of quality, design, and features required.
- B. Specified product is the basis of design regarding physical size, strength, and performance. Products named indicate minimum acceptable product and are "or equal" unless noted otherwise.

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1.5 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Project Representative will consider Contractor's request for substitution when the following conditions are satisfied:
    - a. Requested substitution is consistent with Contract Documents and will produce indicated results.
    - b. Requested substitution provides sustainable design characteristics that specified product provided.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of Authorities Having Jurisdiction.
    - e. Requested substitution is compatible with other portions of Work.
    - f. Requested substitution has been coordinated with other portions of Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- A. Proposed equipment to be considered "or equal" will necessitate written approval by the Engineer prior to substitution.
- B. On requests for substitution of materials clearly define and describe proposed substitute.
- C. Accompany requests by complete specifications, samples, records of performance, certified test reports, and such other information as the Engineer may request to evaluate the substitute product.
- D. Contractor is responsible for a substitute item suiting the installation requirements and for additional costs incurred as a result of substitution.
- E. Final decisions regarding quality and suitability of proposed substitutions rests solely with Engineer and will be based on information submitted.

1.6 TECHNICAL DATA

- A. Technical data and information contained herein relies entirely on tests and ratings provided by manufacturers who are solely responsible for their accuracy. Project Representative, by use of this information in no way implies that Project Representative has tested or otherwise verified the results of published manufacturer's information.

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1.7 DELIVERY, STORAGE AND HANDLING

- A. Transport products by methods to avoid product damage. Only deliver products to the site that are undamaged and free from defects.
- B. Provide proper equipment and personnel to handle and transport materials/products to the Project sites safely and undamaged.
- C. Promptly inspect material to assure that products comply with Contract requirements, quantities are correct, and products are undamaged.
- D. Store and/or stockpile materials and products only in areas of park designated and approved by Project Representative prior to delivery.
- E. Arrange storage to provide easy access for inspections. Original product labels, certifications, stamps, etc. to be intact and readily visible for inspection purposes.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**LAKE CHELAN STATE PARK  
FLOATS EXTENSIONS**

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL (NOT USED)

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to Authorities Having Jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Waste and debris removed from the worksite and not specified for reuse becomes the responsibility of the Contractor and disposed of off park property in areas authorized by the applicable county and/or state agencies and in accordance with current rules and regulations governing the disposal of solid waste. Disposal fees and sundry charges are paid by the Contractor and are incidental to the contract.
- C. Burning: Do not burn waste materials.
- D. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION

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SECTION 017700 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 OPERATING AND MAINTENANCE (O&M) INSTRUCTION MANUAL

- A. Final payment will be held to no more than 95 percent completion percentage until receipt of the O & M Instruction Manuals. Payment for Contract closeout item will be made after receipt and approval of the manuals by the Project Representative. Have O & M Instruction Manuals prepared before final payment. Lack of O & M Instruction Manuals will not be a cause for Contract extensions.
  
- B. Furnish three (3) complete hard copy sets of binders and one (1) Electronic PDF copy on a storage device containing the following data for each mechanical, pumping, electrical equipment, major hardware, and plumbing installation or provided on this Project:
  - 1. Installation instructions
  - 2. Operating instructions (start-up and shut-down)
  - 3. Maintenance instructions, including trouble shooting guide
  - 4. Illustrated parts breakdown and code (if available)
  - 5. Parts list (complete)
  - 6. Technical manuals
  - 7. Provide a complete list of manufacturer's representatives sales offices, or suppliers of major parts used on this Project, including their business address and telephone number, for the Park Manager's use when maintaining/repairing the system. Major parts are defined as other than miscellaneous plumbing, wire, piping fittings, etc.
  - 8. List of subcontractors contact information, and specific items of work performed by them.
  - 9. Tab binders and clearly mark all information contained.

1.2 AS-BUILTS

- A. Before final acceptance of Project, furnish Project Representative "As-BUILTS" which shows as-built locations and dimensions of major items constructed.
  
- B. Final payment: No more than 95 percent until As-Built Drawings received. Payment made after receipt and acceptance of drawings by Project Representative. Lack of As-Built Drawings will not be a cause for contract extensions.

1.3 SPECIAL TOOLS

- A. Deliver special tools required for maintenance and adjustment of equipment to Project Representative upon completion and before final acceptance of Project.

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1.4 SPARE MATERIALS AND PARTS

- A. Before final acceptance, deliver spare materials, parts and other similar items to storage locations specified by Project Representative.

1.5 OUTSTANDING DOCUMENTS

- A. Expedite and submit outstanding administrative documents including outstanding cost proposals, Change Orders, etc.

1.6 PRIOR OCCUPANCY

- A. Reference General Conditions.

1.7 SUBSTANTIAL COMPLETION

- A. Reference General Conditions.
- B. Notify Project Representative in writing a minimum of seven (7) days in advance of the scheduled date of completion. Project Representative will conduct a "pre-final" inspection and formulate a final punchlist of Work items to be completed prior to final inspection. Project Representative will establish the date of substantial completion based on pre-final inspection findings. Following this inspection, Project Representative will either issue notice of substantial completion or advise the Contractor of deficient items which must be corrected prior to issuance of substantial completion.

1.8 DAMAGE TO FACILITIES, ROADS, VEGETATION OR PROPERTY

- A. During the course of construction, should any park facility be damaged by the Contractor's actions, operations or neglect, repair any such damages to their original condition, as acceptable to the Project Representative, at no cost to the Commission.
- B. Repair, restore or replace any park roads, vegetation or property damaged by the Contractor to the original condition at the time construction began. Repair or replace trees and vegetation indicated to remain, which has been damaged by construction operations, in a manner acceptable to the Project Representative.

1.9 FINAL CLEAN-UP

- A. Upon completion of the Work and prior to final inspection and acceptance, clean up the entire construction site and all grounds occupied by the Contractor in connection with the Work.
- B. Fine graded, rake clean and smooth all worksites and disturbed areas. Remove from the park rubbish, surplus and discarded materials, falsework, temporary structures, equipment, and debris.

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- C. Leave all phases of the Project clean and ready for public use prior to final acceptance.
- D. Inspect all materials and surfaces for damage, scratches, marring, untreated ends of sawcuts, etc. and repair to original or intended condition.

1.10 FINAL INSPECTION AND ACCEPTANCE

- A. Reference General Conditions.
- B. Notify Project Representative in writing when Work, including punchlist items, has been completed.
- C. Project Representative will schedule and conduct a final inspection to verify that outstanding Work items are complete.
- D. Owner will establish the date of final acceptance based on the results of final inspection. Complete/correct any items identified as outstanding during final inspection prior to final acceptance of Project.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

C300-6614-2023  
August 22, 2023



**EXHIBIT C  
DRAWINGS**

**FOR**

**FLOATS EXTENSIONS**

**AT**

**LAKE CHELAN STATE PARK**

**IN**

**CHELAN COUNTY**

**The drawing files are quite large, with a total of 28 files. You can download these drawings in PDF format from the following link:**

<https://parks.wa.gov/DocumentCenter/View/21387/2023-11-30-RFP-325-085-Floats-Extensions-Dgws>

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