



REQUEST FOR QUALIFICATIONS: RFQ 325-090
FORT WORDEN STATE PARK – FIRE ALARM SYSTEM MODIFICATION AND UPGRADES

BRIEF DESCRIPTION: The purpose of this Professional Services Request for Qualifications (RFQ) is to select a consultant team with expertise in fire alarm/suppression design and working collaboratively with the owner, sub-consultants and stakeholders for the purpose of developing construction documents, a cost estimate and necessary documents for permitting to address the fire alarm issues at Fort Worden State Park, located in Port Townsend, Jefferson County.

For a more detailed description of State Parks' requested services, see Section 1.2 of this RFQ

Bids are due: Wednesday, November 01, 2023, by 1:00PM, local time.

ELECTRONIC BID RESPONSES ONLY: Bid responses will only be accepted electronically via Email/Email Attachment to BidBox@parks.wa.gov. (PDF scan encouraged). See Section 3.1 – Submission of Responses for expanded details.

Procurement Coordinator: Brenden Houx
contracts@parks.wa.gov

Email Inquiries to: contracts@parks.wa.gov

See §2.1 – §2.8 for all materials required to be included with bid submissions.

Consultants 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. Notification of any RFQ addenda, amendments or Consultant's questions-&-answers will only be provided to those vendors who have registered with WEBS and have downloaded the solicitation from WEBS. Failure to do so may result in a Consultant having incomplete, inaccurate, or otherwise inadequate information.

It is each Consultant's responsibility to fully read and understand all provisions of this RFQ. If a Consultant does not fully understand any portion of this RFQ, the Consultant should contact the Procurement Coordinator. It is the responsibility of each Consultant to carefully read, understand, and follow all of the instructions contained in this RFQ and all amendments hereto.

WEBS is the system of record for this competition.

TABLE OF CONTENTS

- 1 SUMMARY OF OPPORTUNITY.....4**
 - 1.1 Acquisition Authority 4
 - 1.2 Project Description..... 4
 - 1.3 Mandatory Qualifications:..... 5
 - 1.4 SMALL AND DIVERSE BUSINESS PARTICIPATION:..... 5
 - 1.5 PREBID CONFERENCE:..... 6
 - 1.6 Question Period: 6
 - 1.7 Answer period 6
 - 1.8 Complaint Period:..... 6
 - 1.9 Procurement Schedule:..... 7

- 2 RESPONSES - REQUIRED CONTENT:7**
 - 2.1 Checklist of Mandatory items..... 7
 - 2.2 Consultant Profile – Appendix A (Mandatory) (pass/Fail) 7
 - 2.3 Certifications – Appendix B (Mandatory) (pass/fail)..... 8
 - 2.4 Submittal – Appendix C (Mandatory) 8
 - 2.5 References – Appendix D (Mandatory)..... 8

- 3 RESPONSES - PREPARATION AND SUBMISSION REQUIREMENTS9**
 - 3.1 Submission of Responses..... 9
 - 3.2 Response layout requirements 9

- 4 EVALUATION AND AWARD10**
 - 4.1 Determination of Responsiveness..... 10
 - 4.2 General Evaluation Provisions..... 10
 - 4.3 Preferences and Penalties 10
 - 4.4 Evaluation Breakdown..... 10
 - 4.5 Oral Presentations May Be Required..... 11
 - 4.6 Selection of Apparent Successful Consultant..... 11
 - 4.7 Announcement of Apparent Successful consultant 12

- 5 DEBRIEF AND PROTESTS12**
 - 5.1 Debriefing of Unsuccessful consultants 12
 - 5.2 Procurement Records Disclosure..... 12
 - 5.3 Protests..... 12
 - 5.4 Grounds for Protest..... 12
 - 5.5 Protest Form and Content..... 13
 - 5.6 Submitting a Protest 13

- 6 ADDITIONAL GENERAL PROVISIONS FOR ALL CONSULTANTS.....14**
 - 6.1 Announcement and Special Information 14
 - 6.2 Contracting with Current or Former State Employees 14
 - 6.3 Amendments to The RFQ 14
 - 6.4 Responsiveness of Consultant’s Response 14
 - 6.5 Clarity and Clarifications..... 14

6.6	Cost of Response Preparation.....	15
6.7	Ownership of responses.....	15
6.8	Final Selection & No Obligation.....	15
6.9	Incorporation of Response in Contract.....	15
6.10	Agreement to STATE PARKS Contract Terms and Conditions.....	15
6.11	Statewide Vendor Payment Registration.....	15
6.12	Minority Women Owned and Veteran Owned Business Enterprises.....	16
6.13	SUBCONSULTANT PARTICIPATION MONITORING AND REPORTING.....	16
6.14	Public Disclosure & Proprietary Information.....	16
6.15	Civil Rights Compliance.....	17
7	APPENDICES and EXHIBITS.....	18
	Appendix A, Consultant Profile (Mandatory - sign and return).....	18
	Appendix B, Certifications (Mandatory - sign and return).....	18
	Appendix C, Submittal (Mandatory – write and return).....	18
	Appendix D, References (Mandatory - complete and return – and notify References).....	18
	Exhibit A. Prime Consultant Diversity Business Inclusion Plan.....	18
	Exhibit B. Draft/Sample Service Agreement for Apparent Successful Consultant. Posted separately on WEBS.....	18

1 SUMMARY OF OPPORTUNITY

1.1 ACQUISITION AUTHORITY

Under the authority granted to the Washington State Parks and Recreation Commission (State Parks) in accordance with Chapter 39.80 RCW, State Parks is seeking a consultant or consultant team with expertise in fire system design/monitoring and working collaboratively with the owner, sub-consultants and stakeholders for the purpose of developing construction documents, a cost estimate and necessary documents and studies for permitting to address the fire alarm system at Fort Worden State Park, located in Port Townsend, Jefferson County.

1.2 PROJECT DESCRIPTION

The current fire monitoring system(s) no longer meets code and is experiencing increasing false alarms that requires the local fire department to respond; as a result, the fire department is threatening to close the entire campus, which is a significant historic site and very popular with State Park visitors.

The project would assess all 72 buildings of the Fort Worden Campus, set a priority list, develop a fiber optic backbone, and central monitoring system. However, each building should be analyzed individually during design to develop specific remediation solutions. This effort is a two-biennium park improvement plan that includes design and permitting of all building and construction of the highest priorities in the 2023-2025 biennium. All remaining buildings would be addressed in the 2025-2027 biennium.

State Parks will do the initial regulatory outreach. At a minimum, the consultant will be expected to engage the following stakeholders in the design process:

1. State Parks
2. Fort Worden Public Development Authority (PDA)
3. City of Port Townsend
4. Jefferson County Fire Department

The primary deliverables are the following:

- Two (2) construction documentation packages addressing the work over both biennia. The construction documentation set, including building floor plans, cost estimate and specifications, will be submitted for owner review at the end of schematic, design development, 90% bid review and 100% bid document review. The consultant will address any final review comments.
- All documents and studies needed for permitting and design.
- Prepare and submit all permit applications.

State Parks may also select the consultant to work on the following as added by a new agreement:

- Bidding assistance
- Construction administration

Additional Information and Services Provided by State Parks:

1. Campus Site Map
2. Historical (SHIPO) review and submittal
3. Archeology Studies

Due to upload capacity, the site map can be found on WEBS posted separately as *Attachment A- Campus Site Map*.

The period of performance of any contract(s) resulting from this RFQ is tentatively scheduled to begin on or about December 15, 2023, and to end on June 30, 2025. State Parks reserves the option at its sole discretion to extend the contract in order to complete the project.

1.3 MANDATORY QUALIFICATIONS:

The following are mandatory qualifications that the Consultant must satisfy in order to be announced as the Apparent Successful Consultant:

- Consultant must be registered to do business in the state of Washington (hold a Universal Business Identifier (UBI)).
- Consultant must have an active architect, engineering, landscape architect or professional surveyor's license in the state of Washington.
- The Consultant must have at least five (5) years of experience in fire suppression design/permitting and a proven track record of working in historic structures.
- Consultant is urged to sign up in Washington's Electronic Business System (WEBS), as that is where all documents and addenda will be posted.

1.4 SMALL AND DIVERSE BUSINESS PARTICIPATION:

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

Link: [Washington PTAC - PTAC - Washington State Procurement Technical Assistance Center](https://www.wa-ptac.com/)

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

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

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



1.5 PREBID CONFERENCE:

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

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

Bidders interested in joining the prebid conference must RSVP to contracts@parks.wa.gov no later than **October 09, 2023**. The email subject line must include 325-090 RSVP.

The following day we will send out a meeting request (with hyperlink) to the email address that you used to RSVP. Attendees should not display video and keep their microphone muted if not talking. Prebid Conference date: **Tuesday, October 10, 2023, 10:30 – 11AM.**

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

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

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

1.6 QUESTION PERIOD:

- Final day for Submitting questions: **Friday, October 13, 2023**, 1:00pm (Pacific Time Zone, local time)
- Send Questions to: Contracts@PARKS.WA.GOV.
- Subject line must include "**325-090 Question.**"

1.7 ANSWER PERIOD

- Answer Period will be throughout the bidding period
- Responses will be posted on WEBS (State of Washington's bid notification system) throughout the Question-and-Answer timeframe.

1.8 COMPLAINT PERIOD:

- Final Date for submitting complaints: **Tuesday, October 24, 2023**, 1:00pm (Pacific Time Zone, local time)

- Send Complaints to: Contracts@PARKS.WA.GOV.
- Subject line must include “**325-090 Complaint.**”
- Responses, if any, will be posted on WEBS (State of Washington’s bid notification system).

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

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

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

Only complaints that fall into the categories below and stipulate an issue of fact shall be considered:

- The solicitation unnecessarily restricts competition;
- The solicitation evaluation or scoring is unfair or flawed; or
- The solicitation requirements are inadequate or insufficient to prepare a response.

1.9 PROCUREMENT SCHEDULE:

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

Activity	Due Dates	Time
Prebid Conference	October 10, 2023	10:30AM – 11:00 AM
Question Period	10/02/23 – 10/12/23	1:00PM
Answer Period	Throughout Bidding Period	1:00PM
Complaint Period Ends	10/24/2023	1:00PM
Consultant’s Response – Deadline	November 1, 2023	1:00PM
Initial Evaluation Period		To Be Determined
Oral Presentations (if needed)		To Be Determined
Notice of Apparent Successful Consultant		To Be Determined

2 RESPONSES - REQUIRED CONTENT:

2.1 CHECKLIST OF MANDATORY ITEMS

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

- **Appendix A, Consultant Profile (must be signed)**
- **Appendix B, Certifications (must be signed)**
- **Appendix C, Submittal**
- **Appendix D, References**

Any response that does not contain all of the above items will be rejected as non-responsive. Each item is discussed in more depth in the following sections.

2.2 CONSULTANT PROFILE – APPENDIX A (MANDATORY) (PASS/FAIL)

Consultant Profile provides general information concerning the Consultant and/or its corporate entity. The Consultant must complete all sections and sign where indicated.

Signing the Profile indicates the Consultant accepts the terms and conditions of this RFQ. Failure to address all of the elements identified in the Profile may result in disqualification. It is important to fully read the Consultant Profile as there are additional pages that the Consultant may have to attach depending on the Consultant's response.

Appendix A - The Consultant Profile is evaluated on a pass/fail basis.

2.3 CERTIFICATIONS – APPENDIX B (MANDATORY) (PASS/FAIL)

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

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

2.4 SUBMITTAL – APPENDIX C (MANDATORY)

The Submittal section of the response must contain information that will demonstrate to the evaluation committee the Consultant's understanding of the types of services proposed, the firm's ability to accomplish them, and the ability to meet tight timeframes.

2.4.1 The firm's approach to the work (4 pages, maximum).

2.4.2 The firm's resume (5 pages, maximum).

2.4.3 A resume for all proposed sub-consultants (2 pages, maximum, per sub-consultant).

2.4.4 A written statement of the firm's qualifications which is responsive to the selection criteria (10 pages, maximum, including pictures).

2.4.5 Key staff resumes, including key staff of proposed sub-consultants (2 pages maximum per staff member).

2.4.6. OMWBE Certification - Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

2.4.7 Diverse Business Inclusion - All Consultants, including diverse-owned firms, will be required to submit a Diverse Business Inclusion Plan. The Inclusion Plan should demonstrate in detail the specific strategies, approaches, and steps your firm will use in seeking to help meet or exceed the state's aspirational diverse business participation goals. Achievement of the goals is encouraged. A sample form/format is attached as Exhibit A.

Appendix C – Submittal is evaluated and scored according to the criteria laid out in Section 4.4 Evaluation Breakdown

2.5 REFERENCES – APPENDIX D (MANDATORY)

Each Consultant must submit three (3) references using the forms provided in Appendix D. State Parks will contact each reference by email and provide them with a pre-established questionnaire (the same questionnaire will be used for all references). It is the Consultant's obligation to provide the correct name and email address for each reference, and make sure that such reference will promptly respond to State Parks' inquiry. The evaluation of the references will be based on the quality of the referral given, and the relative correlation between the services performed for that reference and the scope of work herein. As such, State Parks notes that references from other Washington State Agencies for similar work will be deemed as having a higher degree of relativity.

Appendix D- References are evaluated on a pass/fail basis that it is included with the submittal. The objective of references is to gage the Responsibility of the bidder. State Parks reserves the right and may contact your reference and may contact any person, business, agency, or database system that may have information on your skills, abilities, and customer service.

3 RESPONSES - PREPARATION AND SUBMISSION REQUIREMENTS

3.1 SUBMISSION OF RESPONSES

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

For purposes of this competition document State Parks is accepting a PDF scan (or similar representation that maintains bookmarks and hyperlinks) 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 State Parks, **scan it as a PDF** file and attach the file to your business email and send it to State Parks.

It is State Parks' 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.

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

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

Example email subject line: **325-090 Bid ACME**

Example email subject line: **325-090 Bid John Smith Construction**

Example email subject line: **325-090 Bid Microsoft**

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

3.2 RESPONSE LAYOUT REQUIREMENTS

All pages in each attached file must be consecutively numbered. All pages must also contain the name of the Consultant, and the respective Appendix reference-letter to which it applies. The required information may be located at the top or bottom (header or footer) of each page, but the location must be consistent throughout.

NOTE: Any attachment or exhibit to a response has to be adequately labeled -- to include the category/section/question to which it corresponds. If evaluators cannot easily identify the exhibited material to the evaluation question, or to the respective Consultant, the attachment may be disregarded.

4 EVALUATION AND AWARD

4.1 DETERMINATION OF RESPONSIVENESS

All Responses received by the stated deadline will first be reviewed by the Procurement Coordinator to ensure that the Responses contain all of the information required in this RFQ. Only responsive Responses that meet the requirements will be forwarded for further review. Any Response that does not contain all of the required information or any Consultant 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, and/or seek correction of minor informalities that do not alter the content of the Response.

4.2 GENERAL EVALUATION PROVISIONS

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

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

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

4.3 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.

- a) 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.

4.4 EVALUATION BREAKDOWN

State Parks will use the below-noted point totals in its evaluation of the required materials.

Evaluation Criteria / Required Material	Maximum Possible Point Total
Appendix A: Consultant Profile	Pass/Fail Basis – no points
Appendix B: Certifications	Pass/Fail Basis – no points

Appendix C: Submittal - Describe the Consultant team’s approach to this work. Provide a description of the proposed project team structure and internal controls to be used during the course of the project. List any subconsultants you may want to include to complete your roster of services. Describe the services each would provide. (Section 2.4.1)	45 Points
- Describe previous experience on similar projects by the Consultant that indicate the firm’s expertise in fish barrier removal and the replacement structures and; working collaboratively with the owner, sub-consultants and stakeholders. (Sections 1.2 and 1.3)	40 Points
- Describe how subconsultants and team members have worked together on past projects. Provide key staff resumes (2-page maximum for each). Provide a resume for each proposed subconsultant (2-page maximum for each). Provide the name and resume of the person who will be the lead contact for the project. Provide names and resumes for other staff, which includes information on the individual’s particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. (Sections 2.4.1 through 2.4.5)	15 Points
Appendix D: References	Pass/Fail Basis – no points
TOTAL:	100 Points

Points for Appendix C will be determined according to the following guidelines, and weighted appropriately:

Bidder demonstrates renowned experience (5 points)	Bidder demonstrates considerable experience (4 points)	Bidder demonstrates solid experience (3 points)	Bidder demonstrates adequate experience (2 points)	Bidder demonstrates limited experience (1 points)	Bidder demonstrates no experience (0 points)
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For example, a score of 4 points under Scoring Element #1 is worth 36 out of a possible 45 points; a score of 4 points under Scoring Element #2 is worth 32 out of a possible 40 points, etc.

4.5 ORAL PRESENTATIONS MAY BE REQUIRED

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

The oral presentation shall determine the apparently successful consultant.

4.6 SELECTION OF APPARENT SUCCESSFUL CONSULTANT

Note: The Consultant meeting all responsive criteria and having the highest final cumulative score will be selected as the Apparent Successful Consultant (ASC).

State Parks will notify the Apparent Successful Consultant(s) and the non-successful Consultants via email.

4.7 ANNOUNCEMENT OF APPARENT SUCCESSFUL CONSULTANT

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

5 DEBRIEF AND PROTESTS

5.1 DEBRIEFING OF UNSUCCESSFUL CONSULTANTS

Consultants who submitted a Response will be given the opportunity for a debriefing conference. The Procurement Coordinator must receive the request for a debriefing conference within three (3) business days after the notification of unsuccessful Consultant email is sent. The debriefing shall be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Consultant's Response including the factors considered in the evaluation of that Response and the Consultant's performance with regard to the solicitation requirements. 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 thirty (30) minutes.

5.2 PROCUREMENT RECORDS DISCLOSURE

A Consultant may request copies of the solicitation and evaluation documents or may inspect the solicitation and evaluation documents in order to make a decision about the efficacy of making a protest. Such request must be in writing and sent to the Procurement Coordinator. State Parks will respond within five (5) business days of receipt of the request.

The requested documents will either be sent to or made available to the requesting Consultant, except for any portions of the documents that have been identified as Proprietary Information. State Parks will follow the process set forth in Section 6.13 Public Disclosure & Proprietary Information, before disclosing any portions of Responses that have been identified as Proprietary Information.

If more time is needed, State Parks will inform the requestor of the date the requested documents will be available.

5.3 PROTESTS

Consultants protesting this procurement shall follow the procedures described in below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to the Consultant under this procurement. State Parks will not accept any protest before the announcement of the Apparent Successful Consultant.

The protest procedure is only available to Consultants who submitted a response to this RFQ and who have participated in a debriefing conference. State Parks must receive a protest within five (5) business days of the debriefing.

5.4 GROUNDS FOR PROTEST

A protest may be made based only on the following grounds:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the scores; or
- Non-compliance with the procedures established in this Procurement document.

Protests not based on these grounds will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of a Response, or 2) State Parks' assessment of its own needs or requirements.

5.5 PROTEST FORM AND CONTENT

A Protest must state all of the facts and arguments upon which the Protest is based, and the grounds for the Protest. It must be in writing, clear and concise, and signed by a person authorized to bind the Consultant to a contractual relationship. At a minimum, the Protest must include:

- The name of the protesting Consultant, mailing address and phone number, and the name of the individual responsible for submission of the Protest;
- The RFQ number and title
- A detailed and complete statement of the specific State Parks actions under Protest;
- The grounds for the Protest;
- Description of the relief or corrective action requested.
- Consultant may attach supporting documentation to their Protest as they deem necessary and proper.

5.6 SUBMITTING A PROTEST

Protests must be in writing, must be signed by the Consultant and must be received by the State Parks Procurement Coordinator at the address below within five (5) Business Days after the debriefing conference. All protests shall be emailed to the Procurement Coordinator as follows:

Email: contracts@parks.wa.gov

The subject Line: RFQ #325-090: Protest by [Your firm's name].

Upon State Parks' receipt of a protest, a review and investigation will be conducted by a neutral party that had no involvement in the evaluation and award process. The reviewer will conduct an objective review of the Protest, based on the contents of the written Protest and the RFQ and any amendments, the Responses, all documents showing evaluation and scoring of the Responses record and any other pertinent information and issue a decision within ten (10) business days of receipt of the protest, unless additional time is needed. If additional time is needed, the protesting Consultant will be notified of the delay.

State Parks will make a final determination on the protest; in accordance with such findings, State Parks will:

Find the protest lacking in merit and uphold State Parks' action.

Find only technical or harmless errors in State Parks' acquisition process and determine State Parks to be in substantial compliance and reject the protest.

Find merit in the protest and provide State Parks options which may include:

- that State Parks correct the errors and re-evaluate all Responses;
- that State Parks reissue the RFQ document and begin a new process;
- other courses of action as appropriate

If the reviewer determines that the protest is without merit, State Parks may enter into a contract with the Apparent Successful Consultant. If the protest is determined to have merit, State Parks will take the appropriate alternative as noted in the preceding paragraph.

6 ADDITIONAL GENERAL PROVISIONS FOR ALL CONSULTANTS

6.1 ANNOUNCEMENT AND SPECIAL INFORMATION

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

6.2 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 Consultant submitting a Response under this RFQ who has hired a former state employee. Consultants should familiarize themselves with the requirements prior to submitting a Response that includes current or former state employees.

6.3 AMENDMENTS TO THE RFQ

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

Amendments will be made in consideration to the overall timeline; State Parks will determine whether extensions to the timeline are necessary.

6.4 RESPONSIVENESS OF CONSULTANT'S RESPONSE

Each Consultant 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 scored. State Parks will not be liable for any errors or omissions in Consultant's Response. Consultants will not be allowed to alter their Response after the Response Submission Deadline.

It is the responsibility of each Consultant to carefully read, understand, and follow all the instructions contained in this RFQ, and in any future amendments. If a Consultant does not fully understand any Response requirement, said Consultant should submit an inquiry to the Procurement Coordinator. Consultants are hereby notified that failure to comply with any solicitation requirement may result in the Response being rejected as non-responsive. State Parks reserves the right to waive any administrative, minor irregularity in a Response, but it is not required to do so.

6.5 CLARITY AND CLARIFICATIONS

State Parks will make the sole determination of clarity and completeness of the Responses. No Response may be altered or amended after the submission deadline; however, State Parks reserves the right to contact a Consultant 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.

6.6 COST OF RESPONSE PREPARATION

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

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

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

6.7 OWNERSHIP OF RESPONSES

All Responses and materials submitted in response to this RFQ become the property of State Parks. State Parks has the right to use information or adaptations of information that is presented in a response, unless the information is marked "Proprietary" and is not: (1) already known to State Parks prior to receipt of the information in the Response or materials submitted in response to this RFQ, (2) subsequently disclosed to State Parks by a third party who has the lawful right to make such disclosure, or (3) lawfully publicly available. Selection or rejection of the offer will not affect this right.

6.8 FINAL SELECTION & NO OBLIGATION

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

6.9 INCORPORATION OF RESPONSE IN CONTRACT

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

6.10 AGREEMENT TO STATE PARKS CONTRACT TERMS AND CONDITIONS

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

6.11 STATEWIDE VENDOR PAYMENT REGISTRATION

Consultants 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 contractor registration file for Washington State agencies to process contractor payments.

To obtain registration materials go to the Statewide/Vendor Payee Services (SWPS) 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 State Parks (and other state agencies) to pay invoices electronically with direct deposit. This is the most efficient method of payment and vendors are encouraged to sign up.

6.12 MINORITY WOMEN OWNED AND VETERAN OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, and RCW 43.60A.200 and 39.22.240, the State of Washington encourages participation by veteran owned business enterprises and Minority & Women Owned Business Enterprises (MWBE), either self-identified or certified by, respectively, the Department of Veterans Affairs or the Office of Minority & Women's Business Enterprises (OMWBE). While the State does not give preferential treatment, it does seek equitable representation from the veteran owned business and minority and women's business communities.

Participation by veteran owned and MWBE Consultants may be either on a direct basis in response to this RFQ or as a subconsultant to a prime Consultant. However, no preference will be given in the evaluation of Responses, no minimum level of MWBE or veteran-owned business participation shall be required, and Responses will not be evaluated, rejected or considered non-responsive on that basis.

Consultants may contact the Office of Minority & Women's Business Enterprises (OMWBE) at <https://omwbe.wa.gov/about-omwbe/contact-us-directions> and/or the Department of Veterans Affairs at <http://www.dva.wa.gov/program/certified-veteran-and-servicemember-owned-businesses> to obtain information on certified firms for potential sub-contracting arrangements or for information on how to become certified.

6.13 SUBCONSULTANT PARTICIPATION MONITORING AND REPORTING

Once a contract is awarded through the solicitation or proposal process, the awarded Prime Consultant is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. Prime Consultants that have previously registered with B2Gnow for any public entity, must verify the system has updated information. Consultants can access the system at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.

Each month during the contract, the Prime Consultant will report payments to ALL Subconsultants through the Access Equity system. This monthly reporting information includes total payment in dollars made to the Subconsultant, payment dates, and any additional information required to verify payment to Subconsultant. The Prime Consultant will enter this payment information into the Access Equity system, and the Subconsultants will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both Prime Consultants and Subconsultants.

6.14 PUBLIC DISCLOSURE & PROPRIETARY INFORMATION

State Parks is subject to the Public Records Act, chapter 42.56 RCW. Bid submissions and evaluations may not be disclosed while the RFQ is pending (RCW 39.26.030); however, all of the submissions and evaluations may be disclosed after the announcement of the Apparent Successful Consultant. Portions of a Consultant's Response may be protected from disclosure through the process set forth below.

If a Consultant wants to protect any Proprietary Information that is included in its response, the information must be clearly identified by Consultant as Proprietary Information. Each page containing information that is claimed to be exempt from disclosure must be clearly identified by the word "Proprietary" printed on the lower right-hand corner of the page.

Any attempts to overly restrict disclosure through use of footers on every page and/or other like statements restricting disclosure will not be honored and may subject Consultant to disqualification.

State Parks will maintain the confidentiality of all information marked Proprietary to the extent consistent with the Public Records Act. If a public disclosure request is made to view Consultant's Proprietary Information, State Parks will notify the Consultant of the request and of the date that the Proprietary Information will be released to the requester unless the Consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, State Parks will release the Proprietary Information, on the date specified.

State Parks sole responsibility shall be limited to maintaining the Consultant's true and actual Proprietary Information in a secure area and to notify Consultant of any request(s) for disclosure for so long as State Parks retains Consultant's information in State Parks records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Consultant of any claim that such materials are exempt from disclosure.

Consultant may seek the information from all other Responses once the Apparent Successful Consultant is announced.

6.15 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 Consultants will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award. State Parks will also affirmatively ensure that any contract entered into pursuant to this solicitation will require full incorporation of these rights in relation to all employees, personnel, and agents of the Consultant.

7 APPENDICES and EXHIBITS

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

Appendix A, Consultant Profile (Mandatory - sign and return)

Appendix B, Certifications (Mandatory - sign and return)

Appendix C, Submittal (Mandatory – write and return)

Appendix D, References (Mandatory - complete and return – and notify References)

The following Exhibits are solely for consultant's information and do not need to be returned.

Exhibit A. Prime Consultant Diversity Business Inclusion Plan.(posted separately on webs)

Exhibit B. Draft/Sample Service Agreement for Apparent Successful Consultant. Posted separately on WEBS

Attachment A- Campus Site Map (posted separately on WEBS)

**APPENDIX A
CONSULTANT PROFILE**

Consultant 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 A.

COMPANY INFORMATION:

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

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

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

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

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

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

(i)	WA State UBI	
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**APPENDIX A
CONSULTANT PROFILE**

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

CONFIDENTIALITY

(a)	Are there any pages in the Proposal that the Bidder has marked as “Confidential” or “Proprietary”	<input type="checkbox"/> YES <input type="checkbox"/> NO
-----	---	--

If yes, any information in the Proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 must be clearly designated. Each page containing information claimed to be exempt from disclosure must be clearly identified by the word “Privileged” or “Confidential” printed on the lower right-hand corner of the page. Additionally, Consultant must include a separate piece of paper attached to this **Appendix A**, indicating the pages that have been marked “Confidential” and the particular exception from disclosure upon which the Consultant is making the claim. Failure to follow these rules waives Consultant’s claim.

AUTHORIZED SIGNATURES:

By signing below you hereby certify that you are an authorized representative of your firm/company and empowered to negotiate, enter into, and execute, in the name and on behalf of your firm/company, any agreements or documents associated with this RFQ and to bind your firm/company to the obligations stipulated therein.

Signature (Individual must be authorized to Bind the Organization)	
Signature:	Date:
Print Name:	

CERTIFICATIONS AND ASSURANCES

1. I/we make the following certifications and assurances as a required element of the proposal 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):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. 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.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by State Parks without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. In preparing this proposal, I/we 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. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that State Parks will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of State Parks, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions.
9. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
10. I/we grant State Parks the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.
11. 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.
12. 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

**APPENDIX B
CERTIFICATIONS**

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.

13. 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.

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>	325-090 FORT WORDEN FIRE ALARM SYSTEM MODIFICATIONS AND UPGRADES
Bidder's Company Name	
Bidder's Printed Name	
Bidder's Signature	
Place of Signature (City & State)	
Date	

APPENDIX C SUBMITTAL

The Submittal section of the response must contain information that will demonstrate to the evaluation committee the Consultant's understanding of the types of services proposed, the firm's ability to accomplish them, and the ability to meet tight timeframes.

See Section 2.4 of this RFQ for more information.

Appendix D
References

Consultant to complete and return the following reference information forms with response:

It is the Consultant's responsibility to make sure the information provided herein is accurate, and that the reference will be responsive to State Parks' inquiry.

Referral 1:		
Consultant's (your) Name: _____		
Note: submission of this form constitutes permission for State Parks to contact the reference indicated.		
Name reference: corporation/agency	Name of person to provide referral	Email of person to provide referral
Identify nature of services Provided	Date the services were provided:	Full costs for services provided:

Referral 2:		
Consultant's (your) Name: _____		
Note: submission of this form constitutes permission for State Parks to contact the reference indicated.		
Name reference: corporation/agency	Name of person to provide referral	Email of person to provide referral
Identify nature of services Provided	Date the services were provided:	Full costs for services provided:

Referral 3:		
Consultant's (your) Name: _____		
Note: submission of this form constitutes permission for State Parks to contact the reference indicated.		
Name reference: corporation/agency	Name of person to provide referral	Email of person to provide referral
Identify nature of services Provided	Date the services were provided:	Full costs for services provided:

EXHIBIT A

Prime Consultant Diverse Business Inclusion Plan

Prime Consultant Name: _____

For the purposes of this form, Washington State-certified diverse businesses are defined as follows:

- *Minority Business Enterprise (MBE), Women’s Business Enterprise (WBE),* or combination of the two. Certified by the Office of Minority and Women’s Business Enterprises (OMWBE): <http://omwbe.wa.gov/>
- *Veteran-owned Business.* Certified by the Department of Veteran’s Affairs (DVA): <http://dva.wa.gov/>
- *Small Business* (includes Mini and Micro businesses). Certified through the Washington Electronic Business Solution (WEBS): <https://fortress.wa.gov/ga/webs/home.html>

Anticipated Certified Diverse Business Participation Goals

Subcontracting means direct performance of commercially useful work through subcontracting as part of the proposed project team. Of the total contract work, what are the diverse business participation goals proposed for subcontracting on your team? Please only include the above-listed Washington State certification types in your “Consultant-defined Anticipated Percent of Contract Amount (Goals)” estimate. Zero percent (0%) is not a goal.

Anticipated Certified Diverse Business Participation Goals	Washington State Goals	Consultant-defined Anticipated Percent of Contract Amount (Goals)
Minority-owned business (MBE)	10%	%
Women-owned business (WBE)	6%	%
Veteran-owned business (DVA)	5%	%
Small business	5%	%

Subcontracting Team

List the names of the diverse businesses you anticipate using on this project. Generally describe the work you expect the diverse business to perform and identify the percent of total contract value intended for each diverse business. Please include the above-listed Washington State certification types. *If necessary, add more rows below.*

Name of Diverse Business	Specify Diverse Business Certification (circle one or more)	Describe Trade or Task	Anticipated Percent of Contract Amount
	MBE, WBE, DVA, Small		%
	MBE, WBE, DVA, Small		%
	MBE, WBE, DVA, Small		%
	MBE, WBE, DVA, Small		%
	MBE, WBE, DVA, Small		%

Attach a list of diverse businesses near the project location to this form:

1. Go to <https://omwbe.wa.gov/directory-certified-firms>
2. Click on “OMWBE DIRECTORY”
3. Click on “Search Certified Firm Directory”
4. Select MBE, MWBE, SBE, and WBE certifications.
5. Enter a City, Zip Code, or County near the project site address and then press “Search” at the bottom of the page. If you do not have many results, please expand your search to include nearby locations.
6. Print and attach the results to this form with your submittal

Diverse Expert:

Diverse Expert responsibilities would typically include, but are not limited to:

- Outreach to qualified diverse businesses.
- Submit and discuss updates on a regular basis to the state project manager regarding Diverse Business utilization and progress.
- Ongoing outreach to diverse businesses for required contract work, including any changes in scope.
- Assist diverse businesses with successful contract performance.

A qualified Diverse Expert brings knowledge of the identity, capabilities and capacities of diverse business Sub-Consultant and suppliers; experience recruiting and working with diverse businesses for construction; and assisting diverse businesses to develop working relationships with consultants.

Identify the person within your team to manage your diverse inclusion responsibility.

Diverse Expert Name: _____

Diverse Expert Contact Information: _____

Diverse Expert Firm (if another firm is managing participation): _____

Past Performance

Please select **five (5) of your projects** with Washington State-certified diverse business participation (MBE, WBE, DVA, and/or Small/Mini/Micro) and list them below **for the last five (5) years**. If you do not have any projects that tracked or reported diverse business participation, you may leave this section blank. In that case, please attach an additional sheet with explanation.

You may have projects with diverse business participation for an organization or entity that required *different* diverse business categories (including self-certification). If so, please attach a sheet with the same column data and information, but include percentages for the categories that were tracked during the project.

Contract Name	Contracting Agency or Entity	Contract Amount	Year	Percent of Contract Amount	
				Minority-owned business:	%
				Women-owned business:	%
				Veteran-owned business:	%
				Small/mini/micro business:	%
Contract Name	Contracting Agency or Entity	Contract Amount	Year	Percent of Contract Amount	
		\$		Minority-owned business:	%
				Women-owned business:	%
				Veteran-owned business:	%
				Small/mini/micro business:	%
Contract Name	Contracting Agency or Entity	Contract Amount	Year	Percent of Contract Amount	
		\$		Minority-owned business:	%
				Women-owned business:	%
				Veteran-owned business:	%
				Small/mini/micro business:	%
Contract Name	Contracting Agency or Entity	Contract Amount	Year	Percent of Contract Amount	
		\$		Minority-owned business:	%
				Women-owned business:	%
				Veteran-owned business:	%
				Small/mini/micro business:	%
Contract Name	Contracting Agency or Entity	Contract Amount	Year	Percent of Contract Amount	
		\$		Minority-owned business:	%
				Women-owned business:	%
				Veteran-owned business:	%
				Small/mini/micro business:	%

EXHIBIT B

CONSULTANT A/E SERVICES AGREEMENT

Project Location: «LocationName» State Park

Agreement No. AE «ContractNumber»

Project Title: «ProjectName»

The Washington State Parks and Recreation Commission (State Parks) and the Consultant named below do hereby enter into this Agreement for the project designated above (the Project) under the terms described in the following Articles. This Agreement is made effective on the date signed by State Parks, and the return of a fully executed original from State Parks to the Consultant shall constitute the necessary Notice to Proceed.

- | | |
|--|---------------------------------|
| I. Authorization to Proceed | IV. Compensation |
| II. Compensation Summary | V. Voluntary MWBE Utilization |
| III. Scope of Services & Schedule of Performance | VI. Conditions of the Agreement |

I. AUTHORIZATION TO PROCEED

Consultant:

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

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

State Parks:

**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 _____

Title _____

Date _____

UBI No. _____ «UBINumber»

Fed. Tax Id. No. _____ «FederalID»

By _____

Mark Bibeau,
Title Chief Financial Officer

Date _____

Approved as to form:

James R. Schwartz
Assistant Attorney General
July 15, 2016

II. COMPENSATION SUMMARY

Basic Services Compensation \$ _____ «OrigContractAmount»

Additional Services Compensation \$ _____

Not to Exceed Agreement Total \$ _____ «OrigContractAmount»

III. SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

A. Scope of Services

As authorized under Chapter 39.80 RCW - Contracts for Architectural and Engineering Services, the Consultant shall perform Basic Services for the Project in accordance with Article VI, Conditions of the Agreement, and as described in the following Scope of Services...

(enter here or if scope is attached, insert the following after "Scope of Services")
...attached to and made a part of this Agreement as Attachment A.

B. Schedule of Performance

The Consultant shall perform the Services according to the following schedule...

(enter here or if scope is attached, insert the following after "... schedule") ... attached to and made a part of this Agreement as Attachment B.

Unless otherwise amended in writing, this agreement shall automatically terminate on June 30, 2023 (or end of current fiscal year/biennium)

C. Additional Services

Changes to the Services above shall be considered Additional Services only when agreed in advance by State Parks and the Consultant that such changes constitute a material addition or change to the previously authorized Services, and when authorized by State Parks in the form of an amendment to this Agreement, setting forth the scope of services, schedule of performance, and compensation for the Additional Services, and signed by both parties in accordance with Article VI, section C.

IV. COMPENSATION

A. Basic Services Compensation

Compensation for rendering the Basic Services detailed in the scope of services under Article III A. of this Agreement shall not exceed «**Origcontractamount**»ths Dollars («**OrigContractAmount**»), which shall include all expenses the Consultant may incur on behalf of the project.

B. Additional Services Compensation

If the Consultant is authorized by Amendment to this Agreement to perform Additional Services, compensation for such services shall be established in the Amendment as being on the basis of either a not to exceed lump sum fee or on actual time expended and expenses incurred, up to a fixed not to exceed amount (not to exceed time and expense).

Consultant handling fee for sub-consultants is ten percent.

C. Reimbursable Expenses

1. Travel: Travel within a 50-mile radius shall be considered a Basic Service and is not a reimbursable expense. Travel between a 50 and 350-mile radius may be negotiated as an additional service at not greater than the approved State rate, and must be pre-approved. Any cost reimbursement for travel beyond the 350-mile radius requires written justification and prior approval from State Parks.
2. Miscellaneous, routine overhead expenses incurred in the normal process of performing basic services or authorized additional services such as telephone

costs, mail, clerical supplies, computer, copying, fax, transportation, etc. are not reimbursable.

3. The first hard copy of the deliverables for owner's review is not a reimbursable expense.

V. VOLUNTARY MWBE UTILIZATION

A. Voluntary MWBE Goals

The following voluntary Minority and Women Business Enterprises (MWBE) participation goals have been established for this project:

Minority Business Enterprise (MBE)	10%
Women Business Enterprise (WBE)	6%

Achievement of the goals is encouraged. However, unless required by federal statutes, regulations, grants, or terms referenced in this Agreement, no minimum level of MWBE participation shall be required. The Consultant may contact the Office of Minority and Women Business Enterprises (OMWBE) at (360) 753-9693 to obtain information on certified firms for potential sub-consultants.

The Consultant shall send written notification to State Parks within thirty (30) days following execution of this Agreement, listing MWBE firms intended for use, the tax identification number (TIN) for each firm, and the anticipated dollar value of participation.

Prior to the final payment for services, the Consultant shall furnish a statement, in a form designated by State Parks, of the actual dollars earned by each MWBE firm utilized and the totals earned in each category.

VI. CONDITIONS OF THE AGREEMENT

A. State Parks Responsibilities

1. Upon request, State Parks shall promptly furnish to the Consultant such information and documents within its control and possession to the extent State Parks agrees is necessary for the performance of the services.
2. State Parks shall designate representatives authorized to act in State Parks' behalf. References in this Agreement to "State Parks" shall include the State Parks designated representative. The representatives shall examine the documents submitted by the Consultant, consult with the Consultant on problems as they may arise, coordinate the State Parks' services with those of the Consultant, render decisions and advise the Consultant promptly in order to avoid any unreasonable delay in the progress of the Consultant's work.

B. Consultant's Basic Services

1. The Consultant shall perform the Services as expeditiously as is consistent with the orderly progress of the work and to the degree of professional skill, care, and judgment commensurate with that which is normally exercised by recognized professional firms performing similar services under similar circumstances to the Services required for this Project.
2. The Consultant shall perform the Services in accordance with the schedule

specified in Article III., B., Schedule of Performance. It shall be the Consultant's responsibility to promptly inform State Parks of any deviations from the schedule.

3. The Consultant shall, with State Parks' concurrence, designate any Subconsultants as may be necessary to fully accomplish the Services. Upon request, the Consultant shall furnish to State Parks a copy of the Consultant's contract(s) with its Subconsultants.
4. The Consultant shall cooperate with State Parks and shall coordinate its services with related work performed by State Parks and others.
5. The Consultant shall provide sufficient numbers of copies, as requested by State Parks, of draft and complete final project documents and reports called for in Article III. A., Scope of Services. Such documents and reports shall include, but not necessarily be limited to presentation materials, surveys, studies, drawings, maps, photographs, assessments, calculations, computer program files on electronic media and any other supportive data and materials as State Parks may reasonably require.
6. In the performance of this Agreement, the Consultant shall act as an independent contractor, maintaining full and complete control and responsibility for and over the Consultant's employees.

C. Payments to the Consultant

1. Payments for the Consultant's Basic Services and Additional Services may be made monthly upon submittal to State Parks of the Consultant's invoice for services, in a form designated by State Parks.
2. If the Consultant and State Parks cannot agree to a sum for an additional service, State Parks reserves the right to employ other means to accomplish the work.
3. Payment for Additional Services is subject to the conditions of Article III, C.

D. Successors and Assigns

The Consultant shall not assign, sublet, or transfer this Agreement or any right or interest in this Agreement without the prior written consent of State Parks. Any such assignment made without State Parks' consent shall be voidable at State Parks' option.

E. Non-Discrimination

Except to the extent permitted by a bona fide occupational qualification, the Consultant agrees as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, age, the presence of any sensory, mental, or physical handicap, nor commit any other unfair practice as defined in RCW 49.60. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, gender, marital status, sex, age, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following:

employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training.

2. The Consultant shall in all solicitation for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental, or physical handicap. The words "equal opportunity employer" in advertisements shall constitute compliance with this Article.
3. The Consultant shall include the provisions of the foregoing paragraphs 1 and 2 in every sub-agreement or purchase order for the goods or services which are the subject matter of this Agreement.
4. In the event of non-compliance by the Consultant with any of the non-discrimination provisions of the Agreement, State Parks shall have the right, at its option, to cancel the Agreement, in whole or in part. If the Agreement is canceled after partial performance, State Parks shall be obligated to pay fair market value or the Agreement price, whichever is lower, for goods or services which have been received and accepted.

F. Termination of Agreement

1. Termination for Cause:
If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the Consultant's obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, State Parks may terminate this Agreement by giving written notice to the Consultant of such termination. The notice shall specify the effective date of termination and shall be given at least five (5) days before that date. Upon receipt of such notice, the Consultant shall perform no further services covered by this Agreement. Upon termination, for cause, all finished or unfinished documents, data, studies, surveys, drawings maps, models, photographs, and reports prepared by the Consultant shall, at the option of State Parks, become State Parks' property. The Consultant shall be entitled to receive just compensation for any satisfactory work completed on such documents and other materials. The Consultant shall remain liable to State Parks for any damages resulting from any breach of this Agreement by the Consultant; and State Parks may withhold reasonable amounts owed to the Consultant as setoff until the amount of damages due State Parks from the Consultant is determined.
2. Termination for Convenience of Consultant:
The Consultant may terminate this Agreement at any time by written notice to State Parks. Upon termination, all finished or unfinished documents and other materials as described in paragraph 1, above, of this Article, shall, at State Parks' option, become State Parks' property. If the Agreement is terminated by the Consultant, the Consultant's Compensation shall be as negotiated between State Parks and the Consultant.
3. Termination for Convenience of State Parks:

State Parks may terminate this Agreement at any time by written notice to the Consultant. Upon termination, all finished or unfinished documents and other materials as described in paragraph 1, above, of this Article, shall, at State Parks' option, become State Parks' property. If the Agreement is terminated by State Parks under this paragraph, the Consultant shall be paid an amount which bears the same ratio of the total compensation as the services actually performed bear to the total services of the Consultant covered by this Agreement; provided, however, that if less than sixty percent (60%) of the total services covered by this Agreement have been performed upon the effective date of such termination, the Consultant shall also be reimbursed for that portion of the Consultant's actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) directly attributable to the uncompleted services covered by this Agreement.

G. 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 Consultant by execution of this contract acknowledges the jurisdiction of the courts of the State of Washington in this matter.

H. Insurance

Commercial General Liability Insurance (CGL): Consultant shall maintain general liability insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the general aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form ISO CG 25 03 05 09 or 25 04 05 09 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Consultant is responsible for ensuring that any sub-consultants provide adequate insurance coverage for the activities arising out of subcontracts.

Business Auto Policy: As applicable, the Consultant 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, 1990 or later edition, or substitute liability form providing equivalent coverage.

Professional Liability Insurance (also referred to as Errors and Omissions): Agreements requiring professional services such as, but not limited to: engineering design or surveying, architectural services, software services, information technology services, environmental services, real estate management, legal services, or financial advisory services, may require Professional Liability insurance coverage.

If required, Consultant shall provide Professional Liability (E&O) insurance in an amount not less than \$1 Million per claim or wrongful act and \$2 Million in the policy aggregate on a practice policy to cover the Consultant and its employees. Consultant may choose to

provide a project specific policy, in lieu of a practice policy, in which case the insurance shall be in an amount not less than two times the project's Maximum Allowable Construction Cost (MACC) per claim or wrongful act and in the policy aggregate. Sub-consultants retained by Consultant who are performing professional services, shall either be added onto the policy of the Consultant, or, sub-consultant shall provide and obtain a similar policy of Professional Liability insurance coverage that covers the Sub-consultant and its employees. When a self-insured retention (SIR) or deductible exceeds \$25,000, State Parks reserves the right, but not the obligation, to review and request a copy of the Consultant's most recent annual report or audited financial statement. If coverage is to be provided on a claims-made basis, the Consultant shall warrant that any policy retroactive date precedes the effective date of this Agreement. In addition, continuous coverage must be maintained throughout the Agreement and for one year beyond the completion of the Agreement, or the Consultant shall purchase an extended discovery period policy for not less than one year from the completion of work.

I. Indemnification

The Consultant shall defend, protect and hold harmless the state of Washington, State Parks, State Parks' Agents, or any employees thereof, from and against all claims, suits or actions arising from the Consultant's acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark or trade name through use or reproduction of material of any kind, arising out of negligence of the Consultant or its subcontractors, but in the event of concurrent negligence by the indemnitee, then only to the extent of the negligence of the Consultant and its subcontractors. In addition, Consultant waives its immunity under Title 51 RCW to the extent necessary to give this indemnity full effect.

J. Disputes

Except as otherwise provided in this contract, when a bona fide dispute arises between State Parks and the Consultant 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.

K. 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 Consultant has a right to grant such a license. The Consultant 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 Consultant 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 Consultant.

L. Deliverable Standards

Drawings:

- In State Parks AutoCAD/Civil 3D version format per Parks Project Representative.
- Furnish CD or USB flash drive in AutoCAD .dwg digital file format and PDF digital file format.
- Furnish final bid drawings in ink, on 20# bond acid free paper, as well as in digital file format.
- Format both hard copy drawings and digital files in 22" x 34" size and 11" x 17".
- Intermediate review drawings may be submitted on 20 lb. bond paper in 11" x 17" size. Submit review drawings at 25%, 60%, and 90% complete. Address State Parks' concerns prior to printing the final bid drawings.
- Format all drawings with current State Parks' standard border.
- Include, with all drawing sets, a current State Parks' standard cover sheet drawing.
- Provide all drafting in accordance with current State Parks' drafting standards (e.g.: line weights/types, layering conventions, lettering types and sizes, scales, digital templates, .ctb, etc.).
- State Parks will furnish its latest drafting standards for use by the Consultant in preparing drawings. State Parks will furnish digital templates for the Consultant to use at their own risk.
- All final printed and digital file drawings will become the property of and be permanently retained by State Parks upon contract completion and need to be reproducible using State Parks' .ctb.

Specifications:

- Prepare and furnish all project specifications in State Parks' current MS Word format (*.docx).
- Produce all technical specifications using CSI MasterFormat 2014 edition format and numbering system, in the form and format as provided in State Parks' standard specification boilerplate. Submit project specifications in both hard copy and e-file versions.
- Include in the final project specification/bid package, standard State Parks' Division 0 and Division 1 sections in addition to the technical sections. General Conditions and Prevailing Wage inserts will be the responsibility of State Parks. State Parks will furnish the latest version of its standard boilerplate sections to the Consultant for filling-in required information and incorporation into the total specification package.
- Submit specifications for review at the same time and level of completeness noted above for intermediate review drawings.

Engineer's Construction Cost Estimate:

Prepare the final Engineer's Cost Estimate and furnish it on State Parks' standard estimate form. State Parks will furnish this form to the Consultant for use in preparing the final estimate.

GIS Standards:

Consultants shall submit all GIS data to Washington State Parks in accordance with the following requirements:

1. GIS data is to be provided to State Parks as ArcGIS 10.x file geodatabase format. Shapefiles may also be accepted if requested by consultant and approved by State Parks.
2. Metadata should include explanations of the meaning of all attribute fields, as well as explanations for the meaning of all values in the fields, where appropriate. Metadata should include a short paragraph in the Description field explaining when the data was collected, known limitations, and anything else that would be helpful to a user of the data. Also include contact information with phone number and email address.
3. The standard projection for State Parks is NAD 83 State Plane South, units in feet (NAD_1983_HARN_StatePlane_Washington_South_FIPS_4602_Feet). All data must be submitted in this projection.
4. Data representing areal features (for example, wetlands) need to be represented as polygons.
5. All polygonal data shall be topologically checked to ensure that there are no unintended gaps or overlaps between adjoining polygons. This can be done in ArcMap by creating a Topology with the rules "Must Not Overlap" and "Must Not Have Gaps".

M. Subconsultant Payments Reporting Requirements

This Contract is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises at <https://omwbe.diversitycompliance.com/>. The Consultant and all Subconsultants shall report and confirm receipt of payments made to the Contractor and each Subconsultant through Access Equity. The Consultant may contact _____ at _____ for technical assistance in using the Access Equity system. Information related to Consultant and Subconsultant access to and use of Access Equity will be provided to Consultant and each identified Subconsultant upon execution of this Contract. The Public Owner reserves the right to withhold payments from the Consultant for non-compliance with this section. For purposes of this section, Subconsultant means any subconsultant working on the Contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

The Consultant shall:

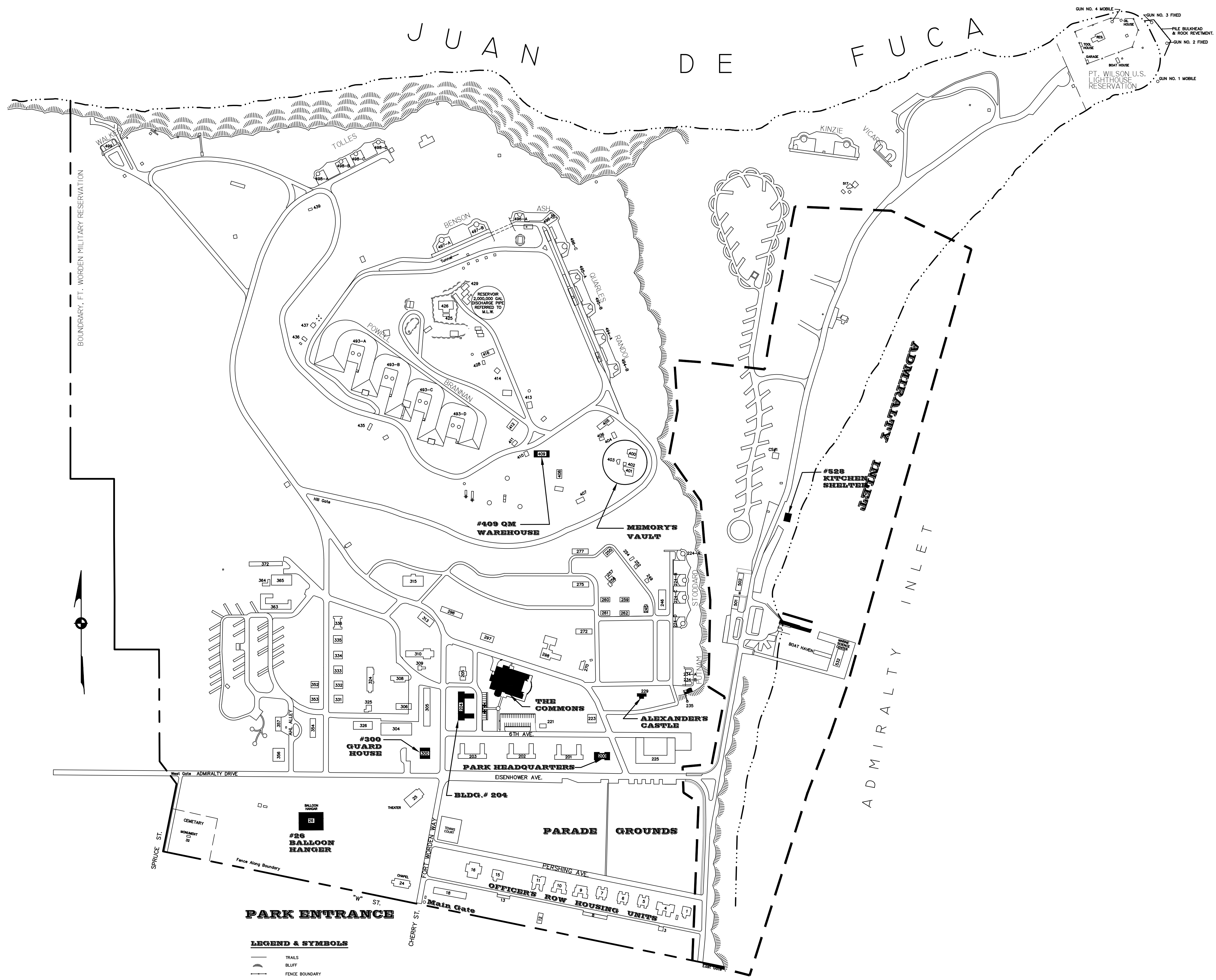
- a. Register and enter all required Subconsultant information into Access Equity no later than 15 days after the Public Owner creates the Contract Record.
- b. Complete the required user training (two (2) one-hour online sessions) no later than 20 days after the Public Owner creates the Contract Record.

- c. Report the amount and date of all payments (i) received from the Public Owner, and (ii) paid to Subconsultant, no later than _____, issuance of each payment made by the Public Owner to the Consultant, unless otherwise specified in writing by the Public Owner, except that the Consultant shall mark as "Final" and report the final Subconsultant payments) into Access Equity no later than thirty (30) days after the final payment is due the Subconsultant(s) under the Contract, with all payment information entered no later than sixty (60) days after end of fiscal year.
- d. Monitor contract payments and respond promptly to any requests or instructions from the Public Owner or system-generated messages to check or provide information in Access Equity.
- e. Coordinate with Subconsultants, or Public Owner, when necessary, to resolve promptly any discrepancies between reported and received payments.
- f. Respond to reasonable requests from Public Owner for additional information to be provided electronically through Access Equity.
- g. Require each Subconsultant to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from the Consultant or a higher tier Subconsultant, if applicable, through Access Equity; (iii) report payments made to any lower tier Subconsultants, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from the Consultant or system-generated messages to check or provide information in Access Equity; and (v) coordinate with Consultant, or Public Owner when necessary, to resolve promptly any discrepancies between reported and received payments

END OF CONDITIONS

/ / / / /

JUAN DE FUCA



CAD NO. W700-2004-HISTPRES\SITEPLAN

NO.	REVISIONS	INT.	APP.	DATE

ACTION	BY	DATE
DESIGNED		
DRAWN	FP	1/2004
CHECKED (FIELD)		
CHECKED (HDQTS.)		

PROJECT ENGINEER

WASHINGTON STATE PARKS AND RECREATION COMMISSION



WASHINGTON STATE PARKS AND RECREATION COMMISSION

FORT WORDEN STATE PARK CONFERENCE CENTER

HISTORICAL PRESERVATION

SITE PLAN

SCALE SCHEMATIC NTS

FILE NO.