



## REQUEST FOR BID PROPOSALS

### RFP 325-133 SUCIA ISLAND FLOATING SEWER PUMPOUT STATION

**BRIEF DESCRIPTION:** The Washington State Parks and Recreation Commission (WSPRC or State Parks) is soliciting proposals from qualified firms to design, fabricate, deliver, and launch a movable, self-contained, floating sewer pumpout station barge facility. Delivery and launch to occur at the Deception Pass State Park, Cornet Bay Marine Crew Pier. Construct the barge, pumpout station, and manual pumpout sewage components of readily available equipment commonly used in the marine industry.

**Bids are due: Tuesday, January 30, 2024, 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/contractor to design, fabricate, deliver, and launch a movable, self-contained, floating sewer pumpout station barge facility. Delivery and launch to occur at the Deception Pass State Park, Cornet Bay Marine Crew Pier. Construct the barge, pumpout station, and manual pumpout sewage components of readily available equipment commonly used in the marine industry.

### BACKGROUND

The intended moorage location for the pumpout barge is Sucia Island, in Fossil Bay, southeast of Harnden Island, in San Juan County. Maximum water depth in the location is approximately -13 feet MLLW. The pumpout barge will be a new pumpout station mounted to a barge. The new pumpout barge must fit between new piling and be anchored to the piling with removable pile hoops to allow for easy removal and reattachment. The barge shall be designed with a bow to allow for easier towing by a 35-foot landing craft to a minimum of 10 knots towing speed and to have connecting eyelets allowing it to be lifted out of the water by a crane. The holding tank will be emptied at the moorage location by another vessel. The barge will be emptied prior to towing it to shore. The barge and facility shall be designed to withstand forces during towing, and wind and wave forces for the area it will be moored in during year-round conditions.

### TIME FOR COMPLETION OF THE PROJECT

Deliver final product to specified delivery location within 180 calendar days from date on Notice to Proceed letter.

### **This document contains specifications in Exhibit B and drawings in Exhibit C.**

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. Though no points will be provided for OMWBE certification.

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.



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### **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.

### **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 the Sucia Island Floating Sewer Pumpout Station in the amount of \$350,000 per purchase event. The resulting contract will be structured to ensure the WSPRC does not exceed the \$350,000 dollar threshold.

### **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, January 9, 2024**. The email subject line must include **325-133 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: **Thursday, January 11, 2024, 10:30 – 11AM**.

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.

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*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)
- 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: 325-133 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. The 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: 325-133 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>01/09/2024</b> See additional details in Section 1.4 – Prebid Conference.	COB
Prebid Conference	<b>01/11/2024</b> See additional details in Section 1.4 – Prebid Conference	10:30AM-11:00AM PST
Question Period	<b>12/15/2023 – 01/12/2024</b> See additional details in Section 1.6 – Question and Answer Period.	NA
Answer Period	<b>12/15/2023 – 01/17/2024</b> , anticipated but may take longer. All Answer Responses will be posted on WEBS. See Section 1.6 – Question and Answer Period	
Complaint Period	<b>01/17/2024 – 01/22/2024</b> See additional details in Section 1.7 – Complaint Period. Complaints received before or after the Complaint period will not be considered.	NA
Bidder's Response – <b>Deadline</b>	<b>01/30/2024</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	
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 the required information in a timely manner may result in your bid response being rejected or your contract terminated. If your firm is found to be out of compliance with business and/or employee-related laws or regulations or is otherwise a violator of these law and regulations it may result in your bid response being rejected or your contract terminated. Note: Information is readily available from 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	Small/Veteran Owned Business 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	

General Evaluation Continuum					
Bidder demonstrates renowned experience and/or the least or no risk, and/or ideal fit for what is being sought by State Parks (most points)	Bidder demonstrates considerable experience, and/or some minor risk, and/or a close but not ideal fit for what is being sought by State Parks.	Bidder demonstrates solid experience, and/or mild risk, and/or fair fit for what is being sought by State Parks.	Bidder demonstrates adequate experience, and/or medium risk, and/or mediocre fit for what is being sought by State Parks.	Bidder demonstrates limited experience, and/or high risk, and/or poor fit for what is being sought by State Parks. (low points)	Bidder demonstrates no experience, and/or grave risk, and/or a bad fit for what is being sought by State Parks (no points)

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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: travel, shipping, packaging, material cost, 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”.**

The Contractor shall have a minimum of five years of experience in the manufacture of similar barge vessels. Please provide detailed information about your company's experience and expertise in fabricating and delivering and launching barge vessels and describe experience working with government. Governmental entities often have regulations, processes, or stipulations not common in the private sector. Bidder, you may provide photos.

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

### 3.7 SMALL BUSINESS/VETERAN OWNED BUSINESS CERTIFICATION

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

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

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

Include proof of certification issued by the Washington State Department of Veteran Affairs or be self-certified as a small business through WEBS at time of competition. You may also include proof of certification if you are certified with the Washington State Office of Minority & Women's Business Enterprises (OMWBE), though no points will be provided for OMWBE certification. 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).

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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 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 your 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: **325-133 Bid ACME**

Example email subject line: **325-133 Bid John Smith Construction**

Example email subject line: **325-133 Bid Microsoft**



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

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

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

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

[contracts@parks.wa.gov](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

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Solicitation and may re-solicit bids; and/or (4) Negotiate with the lowest responsive and responsible Bidder(s) (or Bidder with the most points) to determine if such bid can be improved.

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

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

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

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

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

- 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: 325-133 Rejection**
- 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://parks.wa.gov/about/contact-us/public-records-requests>
- (FORM) <https://parks.wa.gov/sites/default/files/2023-10/A-374%20Public%20Record%20Request.pdf>

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 325-0133 Floating Sewer Pumpout Station at Sucia Island 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: **325-133 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 five (5) 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>325-133 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)
- Small/Veteran Owned Business 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 Pumpout Barge Performance Specification
- Exhibit C Sucia Island Pumpout Design 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 325-133 FLOATING SEWER PUMPOUT STATION AT SUCIA ISLAND 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:	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:

\*\*\* **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: Delivery and launch to occur at the Deception Pass State Park, Cornet Bay Marine Crew Pier.
5. Transport, Delivery and Handling: Rolled into the cost of the item.
6. Deliver final product to specified delivery location within 180 calendar days from date on Notice to Proceed letter.
7. Condition: New, unused, without defects and manufactured in a workman-like manner, fit for its intended purpose.
8. Warranty: Furnish a minimum 3-year, non-prorated warranty on all parts and labor of the boat pumpout station barge facility.
9. See Specifications and drawings identified by Exhibit B and Exhibit C.
10. 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.
11. 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.
12. Prevailing Wage on WA State Contracts: Link: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/> Washington State enacted a Prevailing Wage law. Depending on the trade or occupation, Prevailing Wage must be paid to laborers, workers, or mechanics if the work is performed within Washington State. A link is provided to the Bidder to review the information from the WA Department of Labor and Industries. It is the Bidder’s responsibility to account for any required Prevailing Wage in the performance of this contract. Prior to executing a contract (or Purchase Order), the Bidder, may be required to timely complete and submit certain Prevailing Wage documents to the state of Washington, the failure of which will be grounds for disqualification and rejection.

**CONTINUE TO NEXT PAGE.**

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

#	Description	Unit of Issue	Quan. Needed	Unit Price (Should not include tax)
1	<p>Bidder, record in the cells to the right a unit price and total price for the item described immediately below and according to the specification and drawings.</p> <p><b>Bid Item 1: PUMPOUT BARGE SYSTEM FABRICATION</b> Materials supplied under this Bid Item shall consist of full procurement and assembly of the Pumpout Barge System. This item includes the following:</p> <ul style="list-style-type: none"><li>•All procurement, materials, labor, tools, testing, permits, inspections, and equipment for the assembly as indicated in this Specification and the Drawings.</li><li>•All transportation and delivery of all Materials supplied in this item to the Contractor fabrication site and to the Owner's designated delivery site at the Cornet Bay Marina in the Deception Pass State Park. Delivery includes, but is not limited to, loading, transport, off-loading, taxes, fees, plans/permits, and surcharges.</li></ul> <p><b>Bid Item 2: PUMPOUT BARGE INSTALLATION SUPPORT</b> All labor, tools and equipment related to support of the installation of the pumpout barge for the Project.</p>	Lump Sum	1	\$
		Lump Sum	1	\$
		<b>Total:</b>		\$
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**  
/ / / / /

**SUCIA ISLAND STATE PARK  
FLOATING SEWER PUMPOUT STATION**

**PUMPOUT BARGE PERFORMANCE SPECIFICATION**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

- A. The work includes the requirements for the Contractor (noted as Fabricator Contractor in the Contract Drawings) to design, fabricate, deliver, and launch a movable, self-contained, floating sewer pumpout station barge facility. Delivery and launch to occur at the Deception Pass State Park, Cornet Bay Marine Crew Pier. Construct the barge, pumpout station, and manual pumpout sewage components of readily available equipment commonly used in the marine industry.

**1.02 BACKGROUND**

- A. The intended moorage location for the pumpout barge is Sucia Island, in Fossil Bay, southeast of Harnden Island, in San Juan County. Maximum water depth in the location is approximately -13 feet MLLW. The pumpout barge will be a new pumpout station mounted to a barge. The new pumpout barge must fit between new piling and be anchored to the piling with removable pile hoops to allow for easy removal and reattachment. The barge shall be designed with a bow to allow for easier towing by a 35-foot landing craft to a minimum of 10 knots towing speed and to have connecting eyelets allowing it to be lifted out of the water by a crane. The holding tank will be emptied at the moorage location by another vessel. The barge will be emptied prior to towing it to shore. The barge and facility shall be designed to withstand forces during towing, and wind and wave forces for the area it will be moored in during year-round conditions.

**1.03 TIME FOR COMPLETION OF PROJECT**

- A. Deliver final product to specified delivery location within 180 calendar days from date on Notice to Proceed letter.

**1.04 PRE-FABRICATION MEETING**

- A. Following notification of award to Contractor, coordinate with the Owner the date for a pre-fabrication meeting. Meeting to take place within three weeks of NTP. Do not commence Work prior to meeting or until written clearance has been obtained from Owner's Representative.

**1.05 STANDARDS, CODES, AND PERMIT REGULATIONS**

- A. The boat pumpout station barge facility design and installation shall meet all applicable codes and permit requirements including but not limited to the following standards and permits.
  - 1. American Bureau of Shipping (ABS) Rules for Building and Classing Marine Vessels
  - 2. United States Coast Guard (USCG) Boat Builder's Handbook
  - 3. American Welding Society (AWS) D1.2 Structural Welding Code – Aluminum



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- 4. American Society of Civil Engineers (ASCE) 7-16 Minimum Design Loads and Associated Criteria for Buildings and Other Structures
- B. Pumpout barge shall be titled in the state of Washington and meet all state and federal requirements for its vessel class.

1.06 QUALITY ASSURANCE / QUALITY CONTROL

- A. Contractor Qualifications. The Contractor shall have a minimum of five years of experience in the manufacture of similar barge vessels.
- B. Special Inspections. All metal welds are to be visually inspected 100% by third-party Certified Weld Inspector, in accordance with AWS D1.1 and D1.2. High Density Polyethylene (HDPE) tank(s) shall go through an air pressure test to verify water tightness.

1.07 DESIGN LOAD REQUIREMENTS

- A. See Drawings for design load requirements.

1.08 SUBMITTALS

- A. Submit the following documents to the Owner’s Representative for review. Unless specified, provide the submittals via email in PDF format.

#	Description	Due Date
1	Contractor qualifications demonstrating the experience requirement described in 1.06.A.	4 weeks before start of fabrication
2	Welder and weld inspector certifications meeting paragraph 1.05, herein.	4 weeks before start of fabrication
3	Weld inspection reports	2 weeks after fabrication completion
4	Shop Drawings and calculations for the barge including barge details, materials, weight, equipment layout, and other information showing the details of the facility for review prior to fabrication. Shop Drawings and calculations to be stamped by a professional engineer in naval architecture and marine engineering registered in the State of Washington.	4 weeks before start of fabrication
5	Corrosion Protection Plan that includes the corrosion design life calculations, anode product data sheets for the products used for corrosion protection along with shop drawings and installation/application instructions.	4 weeks before start of fabrication
6	Buoyancy, stability, and structural calculations for the cleats, pile hoops, and lifting and towing eyes for the barge.	4 weeks before start of fabrication
7	Drawings showing text, size, materials, colors, and layout of signage for Owner approval prior to fabrication.	4 weeks before start of fabrication
8	As-built drawings to identify changes from the previously submitted Shop Drawings.	2 weeks after fabrication completion

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9	Three physical sets and one digital set of operations & maintenance data, including catalog information on all equipment.	2 weeks after fabrication completion
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- B. Contractor to schedule and coordinate an onsite meeting to field-verify the maximum heeling angle described in Paragraph 2.02.A.

**1.09 WORK DONE BY OTHERS**

- A. Two new 16-inch diameter galvanized steel pipe piles, shown in the Contract Drawings, will be installed at the location where the pumpout barge is to reside during operation through a separate contract.
- B. The Owner is responsible for obtaining the following environmental approvals to install and operate the pumpout barge in Fossil Bay at Sucia Island as shown in the Contract Drawings:
  1. San Juan County Shoreline Substantial Development Permit
  2. State Environmental Policy Act (SEPA) Compliance
  3. Washington Department of Fish and Wildlife (WDFW) Hydraulic Project Approval
  4. Washington State Department of Natural Resources (DNR) Aquatics Lease Authorization
  5. United States Army Corps of Engineers (USACE) Letter of Permission

**PART 2 - PRODUCTS**

**2.01 GENERAL FEATURES**

- A. The pumpout station barge facility shall consist of a manufactured aluminum barge with a HDPE holding tank and boat sewage pumpout equipment. The facility shall have two manual pumpout units for transferring effluent from moored boats to the holding tank on the barge. The facility shall have a single portable toilet dump station and a hand-powered saltwater rinse-down pump at the portable toilet dump station. Other facility features shall be provided as shown on the Drawings (e.g. storage compartment, cleats, fendering, and appurtenances).
- B. The pumpout station shall be designed with a minimum design life of 25 years to allow it to be operated, maintained, and accessible to recreational vessels up to 60 feet long.
- C. The barge facility shall be designed to fit between the new piles mentioned in 1.09.A. The barge shall be 12 feet wide by 32 feet long. The pile hoop design shall be adjusted to accommodate the proposed barge size and location of the piling. The barge shall have a maximum freeboard of 24 inches with an empty holding tank and a minimum freeboard of 12 inches when the holding tank is full.
- D. Contractor to consider minimum and maximum drafts of the vessel that are compatible for launching, transporting, and operating conditions.
- E. Furnish a minimum 3-year, non-prorated warranty on all parts and labor of the boat pumpout station barge facility.

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- F. The pumpout barge shall have lifting eyes installed on all four corners of the barge to be used in the towing and lifting of the barge for transportation and handling. Design of eyes shall allow a minimum of 10 knots towing speed by towing cable.
- G. All material used for the construction of the barge facility including the barge, pumpout systems, and appurtenances shall be fabricated from corrosion-resistant materials able to withstand the marine environment in Fossil Bay. Provide sacrificial anodes adequate for the protection of a vessel of this size and type. Anodes shall be designed and provided to have a minimum 15-year design life. Anodes shall be attached to the vessel in a manner to facilitate their replacement while the vessel is waterborne and not be impacted by vessel moorage during operations.
- H. All hardware and attachments shall be stainless steel unless otherwise noted. All stainless steel provided shall be marine grade Type 316.
- I. The hull shall be fabricated from Aluminum 5086.
- J. All structural aluminum shapes shall be fabricated from Aluminum 6061 T6 unless otherwise noted.

**2.02 BARGE VESSEL REQUIREMENTS**

- A. Barge shall be designed to provide a stable and level platform to support boat sewage pumpout operations and be designed to be towed by boat and lifted out of the water by crane. During operations, barge hull shall be stable enough such that the maximum heeling angle is 1° (one degree). This requirement shall be witnessed by the Owner prior to final acceptance.
- B. Barge hull shall be fabricated out of marine grade aluminum.
- C. Barge hull shall be painted with durable, anti-fouling marine finish paint. Painting shall also include markings to show approximate pumpout tank level. Markings should be placed such that they are easily visible for users.
- D. Provide nonslip arc spray (metalizing) to exposed aluminum walking surfaces of the barge.
- E. Removable pile hoops shall be designed at each end of the barge suitable for anchoring of the barge to the existing piling. Removable pile hoops shall be designed for easy disconnection from piling to allow for easy removal and reattachment of the barge. Provide Ultra-High Molecular Weight (UHMW) rub strips around inside of pile hoop to minimize abrasion with the piling. Additional UHMW shims and bolts shall be provided by the Contractor to account for pile installation location tolerance. Shims to be installed by Install Contractor.
- F. Within the hull, create a watertight housing for the holding tank to reside in. Fabricate a watertight, removable top that is connected to the hull via bolted flanges around the perimeter of the tank housing.

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**2.03 PUMPOUT REQUIREMENTS**

- A. Provide two Edson manual #557 Manual Offset Drive Side Inlet Diaphragm Pumps - Bronze with 2-inch intake and discharge valves and four #261-25-150 Hose Assemblies (two installed on the barge with two spares), and hose stands for all manual pumpout units, or equal equipment. Securely fasten the pumps to the deck of the barge per the manufacturer's instructions, in a location easily accessible for boaters.
- B. Provide four 2-inch-inside-diameter hoses for connection to discharge outlet into the holding tank with all necessary couplings and deck adapters. Hose material to be Ethylene Propylene Diene Monomer (EPDM) rubber with spiral-ply synthetic fabric and wire helix reinforcement designed for discharge applications.
- C. Equip the suction hose with either "quick connect" or "press-in-place" nozzles with gasket seats. Make this connector of material soft enough that it will not mar boat decks.
- D. Provide one sight glass in the suction hose to be able to observe flow and aid in determining when holding tank contents have been evacuated.
- E. Provide three white powder-coated aluminum or stainless steel hose hanger stands designed to hold the suction hoses and rinse down hose when not in use.
- F. Provide two 2-inch-diameter dntube pipes that discharge pumpout effluent into the holding tank. Pipe shall be stainless steel. Pipes to be supported to prevent damage due to sloshing in the holding tank and fitted at the top with a female pipe taper.
- G. Provide custom-fabricated aluminum lockable box covers for the manual pumps and downhole pipes to prevent vandalism to the pump equipment.

**2.04 PORTABLE DUMP STATION REQUIREMENTS**

- A. Supply a single portable toilet dump station, Edson Model 281-300 connected through piping and a fitting into the holding tank. Provide a pipe p-trap or other industry-standard and code-compliant configuration to prevent trapping of gas within the system.
- B. Provide one Edson manual #557 Manual Offset Drive Side Inlet Diaphragm Pump – Bronze with 1.5-inch intake and discharge valves and hose stand, or equal equipment. Securely fasten the pumps to the deck of the barge per the manufacturer's instructions, in a location easily accessible for boaters.
- C. Provide three 25-foot long, ¾-in. diameter manual washdown hoses for the portable toilet dump station. Provide two adapters from the 1½-inch discharge from the pump to the ¾-inch hose. One hose and adapter will be installed on the barge, and the second hose and adapter will be stored as spares. Provide a strainer (screen) for the rinse down suction hose.
- D. Provide one 1.5-inch-diameter suction dntube pipe that pumps saltwater through the manual pump for rinsing. Pipe shall be stainless steel. Pipe length to be sized such that it stops 1 inch above the keel of the vessel and fitted at the top with a female pipe taper.

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**2.05 HOLDING TANK AND ACCESS REQUIREMENTS**

- A. Install vented high density polyethylene holding tank within the vessel hull, with two lockable, watertight, 24-inch-diameter access hatches. Hatch lids to be made out of aluminum with permanent gaskets for seal. Tank bottom shall have a “V” shape to provide a low spot in the middle of the tank for emptying.
- B. Provide one 3-inch diameter suction downtube pipe that will be used to empty the holding tank. Pipe shall be stainless steel. Pipes to be supported to prevent damage due to sloshing in the holding tank. Pipe to be fitted at the top with an adapter that will accept a 3-inch male camlock coupling and sized to 1-inch above the bottom of the holding tank. Pipe to be located above the low point of the holding tank. Provide male camlock coupling cap on top.
- C. Provide a holding tank that will hold a total of 3,000 gallons of sewage effluent, meeting the minimum freeboard described herein.
- D. Holding tank shall be located and designed to provide for relatively uniform distribution of sewage effluent and overall pumpout station stability, including baffles as required for uniform distribution of effluent.
- E. Use code-compliant, industry-standard venting for the pump station holding tank appropriate for the marine environment.
- F. Provide two lockable, watertight, 24-inch-diameter access hatches separate from the tank near the stern and the bow to provide maintenance access to the to the hull and outside of the holding tank. Hatch lids to be made out of aluminum with permanent gaskets for seal.

**2.06 SIGNAGE REQUIREMENTS**

- A. Owner will supply the following signs for the Contractor to install during barge fabrication. To allow for installation on both faces of the central mast mounting plate, two copies of each sign will be provided.
  - 1. Sign 1: Boat Pumpout Logo (measuring 36 inches wide by 36 inches high)
  - 2. Sign 2: Funding Attribution (measuring 18 inches wide by 24 inches high)
  - 3. Sign 3: Pumpout Station Contact Details (measuring 8.5 inches wide by 11 inches high)
- B. Provide durable labeling identification using self-adhesive vinyl outdoor pipe markers meeting ANSI/ASME standards placards on all piping and valves. Provide two extra pipe markers for each type of marker used.
- C. Contractor shall provide Sign 4 listing step-by-step instructions for operation of the boat pumpout and portable toilet dump station. Sign 4 shall be engraved plastic with a blue face and contrasting white letters at least one inch high.

**2.07 MISCELLANEOUS DESIGN DETAILS**

- A. Provide and install standard Stainless Steel 14-inch to 15-inch cleats, with a minimum pull resistance of 9,000 lbs for mooring boats to the pumpout station.

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- B. Provide solar-powered, deck-level, white navigation lights on the four outside corners of the barge facility mounted per manufacturer's recommendations. Provide navigation lights with backup battery power lasting at least 18 hours and visible at 2 nautical miles.
- C. Provide an aluminum storage compartment with a lockable lid to house spare equipment and cleaning supplies. Provide weep holes at the bottom of the storage compartment to allow for drainage. Compartment dimensions shall be a minimum of 4 feet long by 2 feet wide by 3 feet high.

2.08 MISCELLANEOUS REQUIREMENTS

- A. Provide a duplicate of all valves and diaphragms in the system.

2.09 INSTALLATION SUPPORT

- A. The Contractor is responsible for providing support to the Project contractor in an advisory capacity during the construction of the Project and installation of the Float System by answering any questions regarding the sewer pumpout barge. Installation support shall include one day on-site. Such questions are related to the following:
  - 1. Barge installation and connections
  - 2. Pumpout washdown station system verification tests
  - 3. Solar and electrical systems operations and troubleshooting
  - 4. Other common commissioning elements

PART 3 - EXECUTION

3.01 TRANSPORT, DELIVERY, AND HANDLING

- A. The Contractor shall handle the Pumpout Barge by lifting points and methods identified by the designer of the barge.
- B. Unless otherwise noted, the Contractor is responsible for traffic control plans, haul plans and haul permits, notifications to Mariners/Coast Guard/Others, and all other manners of planning, coordination with others, scheduling, and inspections necessary based on the Contractor's means and methods to complete the work.
- C. The Contractor shall use all means necessary to protect the Pumpout Barge from damage and weather during the handling, transportation, and delivery to the Owner's designated delivery site, after which the Owner shall assume the responsibility for its protection and safe handling.
- D. The Owner reserves the right to inspect the Pumpout Barge during the fabrication process and may also elect to involve third-party inspectors. Inspection will take place during the Contractor's regular working hours and will be coordinated at least 24 hours in advance.
- E. The Contractor, at the discretion of the Owner and at no additional cost to the Owner, shall address any damage that occurs to the Pumpout Barge during the handling, transportation, and

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delivery to the Owner's designated delivery site prior to final acceptance by repairing or replacing the damaged items.

**PART 4 - MEASUREMENT AND PAYMENT**

**BID ITEM 1 – PUMPOUT BARGE SYSTEM FABRICATION**

**DESCRIPTION:** Materials supplied under this Bid Item shall consist of full procurement and assembly of the Pumpout Barge System. This item includes the following:

- All procurement, materials, labor, tools, testing, permits, inspections, and equipment for the assembly as indicated in this Specification and the Drawings.
- All transportation and delivery of all Materials supplied in this item to the Contractor fabrication site and to the Owner's designated delivery site at the Cornet Bay Marina in the Deception Pass State Park. Delivery includes, but is not limited to, loading, transport, off-loading, taxes, fees, plans/permits, and surcharges.

**MEASUREMENT:** Lump Sum

**PAYMENT:** Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 days after receipt of a properly executed Application for Payment.

**BID ITEM 2 – PUMPOUT BARGE INSTALLATION SUPPORT**

**DESCRIPTION:** All labor, tools and equipment related to support of the installation of the pumpout barge for the Project.

**MEASUREMENT:** Lump Sum

**PAYMENT:** Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 days after receipt of a properly executed Application for Payment.

**END OF SECTION**

# WASHINGTON STATE PARKS & RECREATION COMMISSION

KEN BOUNDS, CHAIR

SOPHIA DANENBERG                      LAURIE CONNELLY  
 MICHAEL LATIMER                      MARK O. BROWN  
 ALI RAAD                                      HOLLY WILLIAMS

DIANA DUPUIS, DIRECTOR



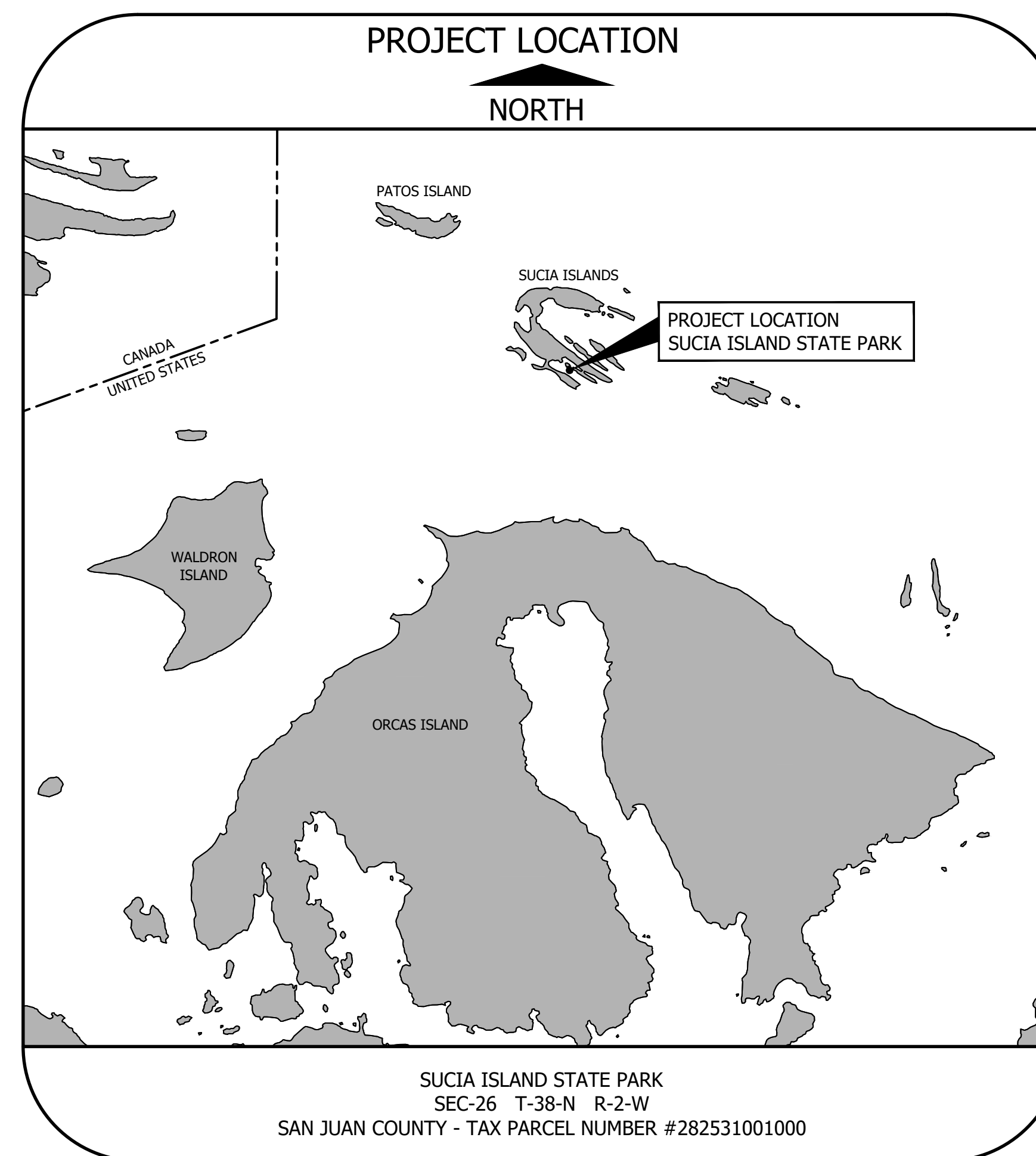
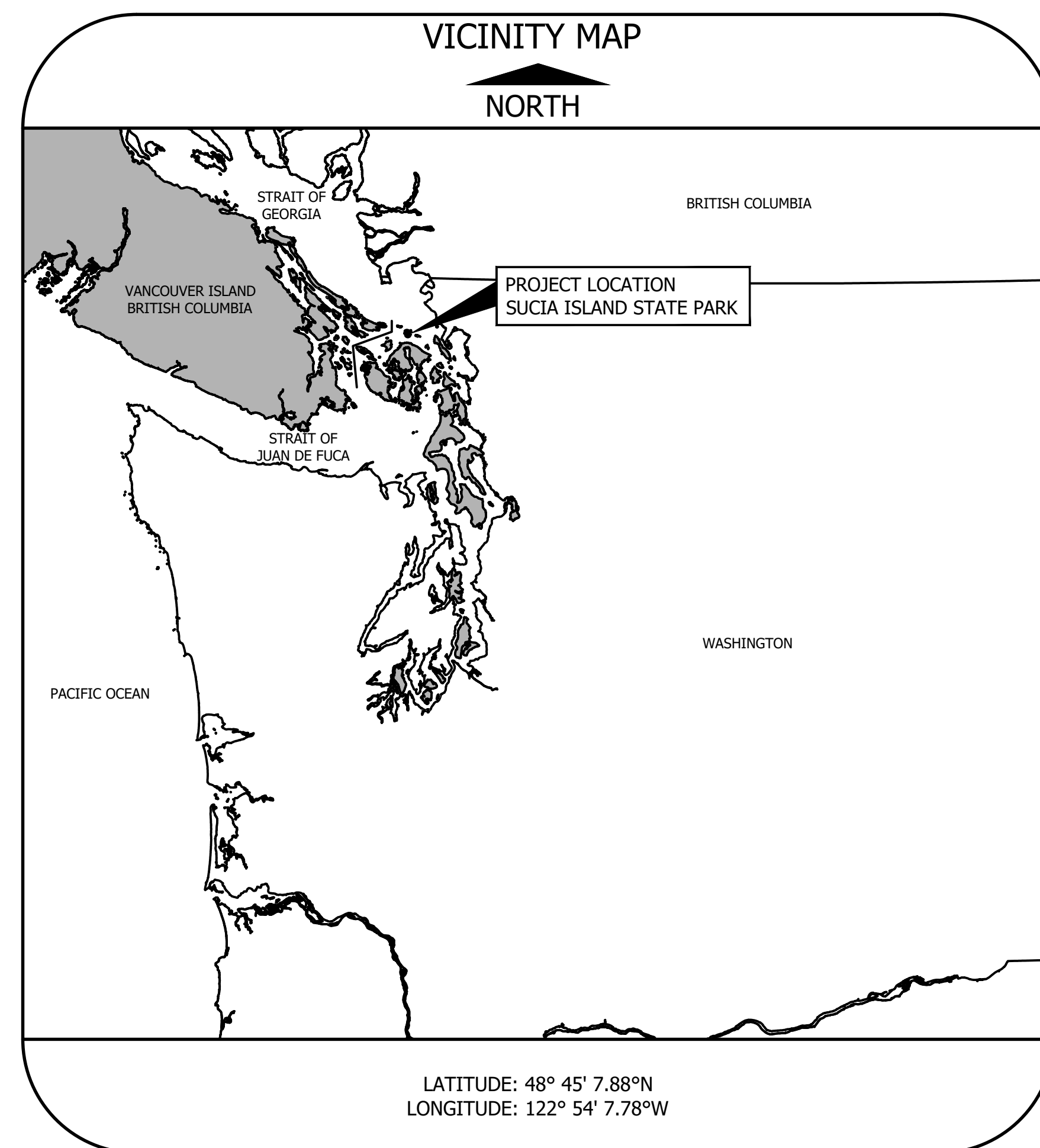
APPROVED FOR CONSTRUCTION

REGION MANAGER \_\_\_\_\_ date

CAPITAL PROGRAM MANAGER \_\_\_\_\_ date

Area Manager: CHRIS GUIDOTTI

## SUCIA ISLAND STATE PARK FLOATING SEWER PUMPOUT STATION



### INDEX

SHEET	DESCRIPTION
1	COVER SHEET
2	PROJECT TEAM
3	GENERAL NOTES
4	OVERALL SITE PLAN
5	PUMPOUT BARGE SITE PLAN
6	BARGE DETAILS
7	PUMPOUT BARGE PROFILE



# PROJECT TEAM

OWNER: STATE OF WASHINGTON  
 PARKS AND RECREATION COMMISSION  
 1111 ISRAEL ROAD SOUTHWEST  
 POST OFFICE BOX 42650  
 OLYMPIA, WASHINGTON 98504-2650  
 www.parks.wa.gov

OWNER'S REPRESENTATIVE: WASHINGTON STATE PARKS AND RECREATION COMMISSION  
 220 N. WALNUT STREET  
 BURLINGTON, WASHINGTON 98233

JONATHAN GIBSON, P.E.  
 PROJECT REPRESENTATIVE  
 TELEPHONE: (360) 755-5262  
 Jonathan.Gibson@parks.wa.gov



## PROJECT ARCHITECTURAL AND ENGINEERING CONSULTANTS

PROJECT LEAD:

**M M**  
 MOTT  
 MACDONALD

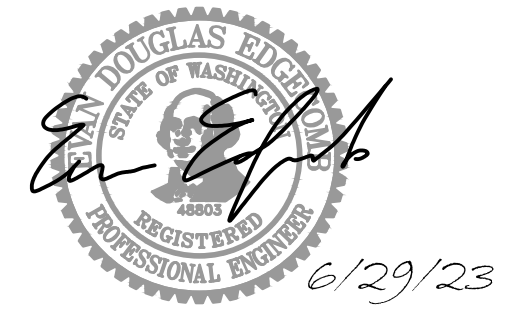
MOTT MACDONALD  
 1601 5TH AVE, STE 800  
 SEATTLE, WA 98101  
 www.mottmac.com

EVAN EDGECOMB, P.E.  
 PRINCIPAL ENGINEER  
 TELEPHONE: (425) 977-2592  
 Evan.Edgecomb@mottmac.com

CAD NO. S890-3911-2022-PROJECT TEAM

NO.	REVISIONS	INT.	APP.	DATE

ACTION	BY	DATE
DESIGNED	EE	6/29/23
DRAWN	TM	6/29/23
CHECKED (FIELD)	PY	6/29/23
CHECKED (HDQTS.)	EE	6/29/23



PROJECT ENGINEER

WASHINGTON  
 STATE  
 PARKS  
 AND  
 RECREATION  
 COMMISSION



SUCIA ISLAND  
STATE PARK

FLOATING SEWER  
PUMPOUT STATION

PROJECT TEAM

SCALE  
 NONE

BID SET

SHEET 2 OF 7

PARKS FILE#

## GENERAL NOTES

- THESE DRAWINGS WERE DEVELOPED WITH THE INTENT OF SEPARATING THE WORK INTO TWO CONTRACTS:
  - SEWAGE PUMPOUT BARGE PROCUREMENT, FABRICATION, DELIVERY, AND COMMISSIONING (PERFORMED BY FABRICATOR CONTRACTOR)
  - INSTALLATION OF SEWER PUMPOUT BARGE AND PROCUREMENT AND INSTALLATION OF GUIDE PILES (PERFORMED BY INSTALL CONTRACTOR)
- THESE NOTES CONTAIN GENERAL INFORMATION AND ARE NOT COMPREHENSIVE. VERIFY INFORMATION PROVIDED HERE WITH THE SPECIFICATIONS AND OTHER REFERENCED DOCUMENTS. BRING ANY CONFLICTS TO THE ATTENTION OF WASHINGTON STATE PARKS (OWNER) BEFORE WORK IS INITIATED. THE OWNER WILL RESOLVE ANY SUCH CONFLICT.
- VERIFY ALL DIMENSIONS AND DETAILS PRIOR TO FABRICATION AND CONSTRUCTION.
- ABIDE BY ALL APPLICABLE LOCAL ENVIRONMENTAL PROTECTION STANDARDS, PERMITTING LAWS, AND REGULATIONS.
- FOLLOW ALL APPLICABLE SAFETY REGULATIONS. METHODS OF DEMOLITION, CONSTRUCTION, AND ERECTION OF STRUCTURAL MATERIAL IS THE CONTRACTOR'S RESPONSIBILITY.
- ALL LOCATIONS OF EXISTING FEATURES ARE APPROXIMATE AND HAVE BEEN ESTABLISHED FROM AVAILABLE RECORDS AND LIMITED FIELD INVESTIGATIONS.
- REVIEW SITE CONDITIONS PRIOR TO MOBILIZING ON SITE.
- UNLESS EXPLICITLY NOTED OTHERWISE, THE FABRICATOR CONTRACTOR IS RESPONSIBLE FOR ALL WORK SHOWN IN DRAWINGS RELATED TO THE PROCUREMENT, FABRICATION, DELIVERY, AND PERMITS OF THE SEWER PUMPOUT BARGE, INCLUDING ALL LABOR, MATERIALS, TOOLS, AND EQUIPMENT.
- UNLESS EXPLICITLY NOTED OTHERWISE, THE INSTALL CONTRACTOR IS RESPONSIBLE FOR ALL WORK SHOWN IN THE DRAWINGS RELATED TO THE PROCUREMENT AND INSTALLATION OF THE GUIDE PILES AND THE INSTALLATION AND COMMISSIONING OF THE SEWER PUMPOUT BARGE FOR OPERATIONS.

## CODES AND STANDARDS

- ALL METHODS AND MATERIALS SHALL CONFORM TO THE IBC, AS AMENDED AND ADOPTED BY THE LOCAL AUTHORITIES.
- ALL STRUCTURAL STEEL DESIGN AND CONSTRUCTION SHALL COMPLY WITH ANSI/AISC 341.
- REFERENCE TO ASTM AND OTHER STANDARDS SHALL MEAN THE LATEST EDITION IN EFFECT ON THE BID DATE, UNLESS NOTED OTHERWISE IN THESE DOCUMENTS OR DESIGNATED BY THE GOVERNING CODE.

## WATER LEVELS

- REFER TO SPECIFIC REQUIREMENTS. WATER LEVELS SHOWN ARE FOR REFERENCE ONLY AND DO NOT INDICATE CONDITIONS DURING CONSTRUCTION.

<b>TIDAL WATER LEVELS (MLLW)</b>	
MEAN LOWER LOW WATER (DESIGN LOW)	0.00 FT
MEAN HIGH WATER	7.86 FT
MEAN HIGHER HIGH WATER	8.66 FT
HIGH TIDE LINE / ORDINARY HIGH WATER (DESIGN HIGH)	10.87 FT

\*DATUMS PROVIDED BY NOAA STATION 9449161 VILLAGE POINT

## SURVEY INFORMATION: (APPLIES TO ALL SITE PLANS)

- CONTRACTOR SHALL ESTABLISH SURVEY CONTROL POINTS AND DATUMS APPROVED BY THE OWNER. THE SAME DATUMS AND CONTROL POINTS SHALL BE APPLICABLE TO ALL SITES. CONTRACTOR SHALL SUBMIT SURVEY CONTROL AND DATUM INFORMATION FOR REVIEW AND APPROVAL BY THE OWNER AT LEAST 15 BUSINESS DAYS PRIOR TO COMMENCING WORK.

## EELGRASS BEDS

- EQUIPMENT OPERATION, INCLUDING SPUDDING, PROPWASH, AND SIMILAR CONSTRUCTION ACTIVITIES WHICH COULD AFFECT THE EELGRASS IS PROHIBITED IN CLOSE PROXIMITY TO THE EELGRASS BEDS.
- EELGRASS BEDS SHALL NOT BE DISTURBED.
- MITIGATION OF ANY DAMAGED EELGRASS AS A RESULT OF INSTALL CONTRACTOR ACTIVITIES IS THE INSTALL CONTRACTOR'S RESPONSIBILITY TO PROVIDE AT NO COST TO THE OWNER. EELGRASS CONDITION WILL BE MONITORED BASED ON COMPARISON OF PRE- AND POST-CONSTRUCTION SURVEYS CONDUCTED BY THE OWNER.

## MATERIALS AND CONSTRUCTION

- CONTRACTORS ARE RESPONSIBLE FOR ADEQUATE SHORING, BRACING, AND CUTTING OF ALL COMPONENTS AS REQUIRED FOR SAFETY AND STRUCTURAL INTEGRITY THROUGHOUT CONSTRUCTION IN ACCORDANCE WITH SOUND PRACTICE AND PER THE SPECIFICATIONS.
- ALL SHOP DRAWINGS FOR STEEL PILES SHALL BE SUBMITTED TO AND REVIEWED BY THE OWNER PRIOR TO FABRICATION.

### STEEL PILES

- MATERIAL SPECIFICATION
  - ASTM A252, GRADE 3: ALL PILES
- COATING: HOT-DIP GALVANIZED
- PILES LENGTHS: PILE CUTOFF ELEVATION - PILE TIP ELEVATION +3 FT (MINIMUM) (REFER TO PILE SCHEDULE ON SHEET 7 FOR CUTOFF AND TIP ELEVATIONS)

### ALUMINUM HULL

- MATERIAL SPECIFICATION 5086
- CORROSION PROTECTION: GALVANIC ANODES (ZINC)

### PILING CAPS

- ALL PILING CAPS SHALL BE BLACK FIBERGLASS AS MANUFACTURED BY CHEYENNE MANUFACTURING, INC. (1-855-337-1227) OR APPROVED EQUAL.

## PUMPOUT BARGE

- FABRICATOR CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL DESIGN OF THE PUMPOUT BARGE, IN ACCORDANCE WITH THESE DRAWINGS AND SPECIFICATIONS.
- FABRICATOR CONTRACTOR TO DESIGN PUMPOUT BARGE TO BE COMPATIBLE WITH THE DESIGNED GUIDE PILES THROUGH THE DESIGN WATER LEVELS.
- CONSTRUCT THE HULL IN ACCORDANCE WITH USCG APPROVED MARINE CONSTRUCTION PRACTICES AND WORKMANSHIP IN ADDITION TO THE RULES AND CLASSIFICATION FOR ALUMINUM VESSELS, INCLUDING, BUT NOT LIMITED TO, MATERIALS AND WELDING PROCEDURES, HULL CONSTRUCTION, AND SURVEY AFTER CONSTRUCTION.
- FABRICATOR CONTRACTOR TO DELIVER AND LAUNCH COMPLETED PUMPOUT BARGE AT THE MARINE CREW PIER AT CORNET BAY IN THE DECEPTION PASS STATE PARK (200 CORNET BAY RD, OAK HARBOR, WA 98279). COORDINATE DATE AND TIME OF DELIVERY WITH THE OWNER.

## DESIGN LOADS

- DESIGN LOADS AND REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE CONTRACT DRAWINGS AND THE SPECIFICATIONS.
- DEAD LOADS: SELF WEIGHT OF STRUCTURES, INCLUDING APPURTENANCES AND ATTACHMENTS
- LIVE LOADS:
  - UNIFORM LOAD: 100 PSF OVER DECK SURFACE AREA
  - POINT LOAD: 400 LB ACTING ON A 1 SQ FT AREA AT ANY POINT ON DECK SURFACE
- SNOW LOADS: 30 PSF OVER DECK SURFACE AREA
- WIND IN ACCORDANCE WITH PROJECT TECHNICAL SPECIFICATIONS: DESIGN WIND SPEED: V = 104 MPH WIND IMPORTANCE FACTOR: I = 1.0 (OCCUPANCY CATEGORY II) EXPOSURE CATEGORY: = D
- WAVE LOADS:
  - MIN 250 LB/FT
  - SIGNIFICANT WAVE HEIGHT: 2.5 FT
  - PEAK PERIOD: 2.4 SECONDS
- DESIGN VESSEL: THE DESIGN VESSEL FOR THE BARGE IS A 60 FOOT LONG POWER BOAT TIED UP TO THE BARGE CLEATS.
- TOWING SPEED TO A MINIMUM OF 10 KNOTS.

## PILE DRIVING

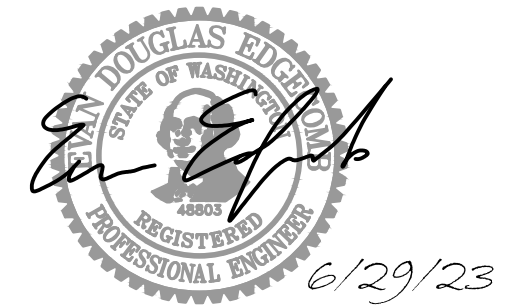
- UTILIZE A TEMPLATE OR DRIVING FRAME TO MAINTAIN PROPER ALIGNMENT OF PILE DURING INSTALLATION. PILES SHALL BE INSTALLED TO ACHIEVE THE MINIMUM TIP ELEVATIONS SHOWN ON THE DRAWINGS. SELECT AND MOBILIZE APPROPRIATELY SIZED DOWN-THE-HOLE, VIBRATORY, AND IMPACT HAMMERS, AS REQUIRED TO ACHIEVE THE PILE TIP DEPTHS SHOWN ON SHEET 7 WITHOUT DAMAGING THE PILING, IN COMPLIANCE WITH THE RELEVANT PERMIT AND PROJECT DOCUMENTS. SUBMIT PILE LOGS TO THE OWNER. MAINTAIN HAMMERS IN PROPER ALIGNMENT DURING INSTALLATION OPERATIONS BY USE OF LEADS OR GUIDES ATTACHED TO THE HAMMER AND DRILL. REMOVE AND REPLACE PILES DAMAGED DURING INSTALLATION AT THE CONTRACTOR'S EXPENSE.
- ROCK SOCKETING WILL LIKELY BE REQUIRED FOR PILE INSTALLATION. MOBILIZE EQUIPMENT AND PERSONNEL FOR DRILLING AND ROCK SOCKETING. SUBMIT A DRILLING AND ROCK SOCKETING PLAN TO THE OWNER FOR APPROVAL AT LEAST 15 BUSINESS DAYS PRIOR TO COMMENCING WORK.
- ENVIRONMENTAL PROTECTION MEASURES, INCLUDING MARINE MAMMAL MONITORING AND MARBLED MURRELET MONITORING ARE A REQUIREMENT OF THE PROJECT PERMITS. INSTALLATION CONTRACTOR SHALL CONDUCT WORK IN ACCORDANCE WITH MONITORING REQUIREMENTS. MARINE MAMMAL MONITORING AND MARBLED MURRELET MONITORING WILL BE PERFORMED BY OTHERS.
- DETERMINE FINAL PILE LOCATIONS TO CORRESPOND WITH THE LOCATIONS OF PILE HOOPS ON THE PUMPOUT BARGE.
- DO NOT DEMOBILIZE PILE INSTALLATION EQUIPMENT PRIOR TO OWNER AND ENGINEER ACCEPTANCE OF AS-BUILT PILE LOCATIONS AND PLUMBNESS. REMOBILIZATION DUE TO NON-CONFORMANCE IN PILE INSTALLATION WILL BE AT THE CONTRACTOR'S EXPENSE.
- REFER TO SPECIFICATIONS REGARDING SOUND ATTENUATION, WATER QUALITY, AND SPILL PREVENTION REQUIREMENTS.

## ABBREVIATIONS

ALUM	ALUMINUM	PE	POLYETHYLENE
BM	BENCHMARK	P.T.	PRESSURE TREATED
B.O.	BOTTOM OF	PVC	POLYVINYL CHLORIDE
CL	CENTERLINE	REF	FOR REFERENCE ONLY
CLR	CLEAR	REV	REVISION
DF-L	DOUGLAS FIR-LARCH	SF	SQUARE FEET
Ø/DIA	DIAMETER	S.O.	START OF
E	EAST/EASTING	SR	STATE ROUTE
EA	EACH	SIM	SIMILAR
EL	ELEVATION	SS	STAINLESS STEEL
E.O.	END OF	STA	STATION
EW	EACH WAY	STD	STANDARD
FH	FLATHEAD	SYM	SYMMETRICAL
FT	FEET	T	THICK
FRP	FIBER REINFORCED PLASTIC	T.O.	TOP OF
HDPE	HIGH DENSITY POLYETHYLENE	UHMW	ULTRA HIGH
HSS	HOLLOW STRUCTURAL SECTION		MOLECULAR WEIGHT
MAX	MAXIMUM	UNO	UNLESS NOTED OTHERWISE
MIN	MINIMUM	UV	ULTRAVIOLET
N	NORTH/NORTHING	W/	WITH
NTS	NOT TO SCALE	@	AT
O.C.	ON CENTER	'	MIN OR FEET
OHW	ORDINARY HIGH WATER	"	SECONDS OR INCHES
		°	DEGREES

CAD NO. S890-3911-2022-GENERAL NOTES

ACTION		BY	DATE
DESIGNED		EE	6/29/23
DRAWN		TM	6/29/23
CHECKED (FIELD)		PY	6/29/23
CHECKED (HQTS.)		EE	6/29/23



PROJECT ENGINEER

WASHINGTON  
STATE  
PARKS  
AND  
RECREATION  
COMMISSION



SUCIA ISLAND  
STATE PARK

FLOATING SEWER  
PUMPOUT STATION

GENERAL NOTES

SCALE

NONE

PARKS FILE#

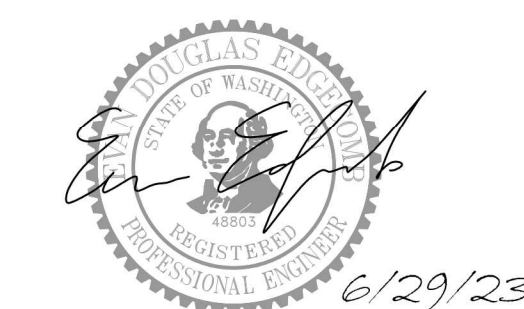
BID SET

SHEET 3 OF 7



DATE  
APP.  
INT.  
REVISIONS  
NO.

ACTION	BY	DATE
DESIGNED	EE	6/29/23
DRAWN	TM	6/29/23
CHECKED (FIELD)	PY	6/29/23
CHECKED (HDQTS.)	EE	6/29/23



PROJECT ENGINEER

WASHINGTON  
STATE  
PARKS  
AND  
RECREATION  
COMMISSION



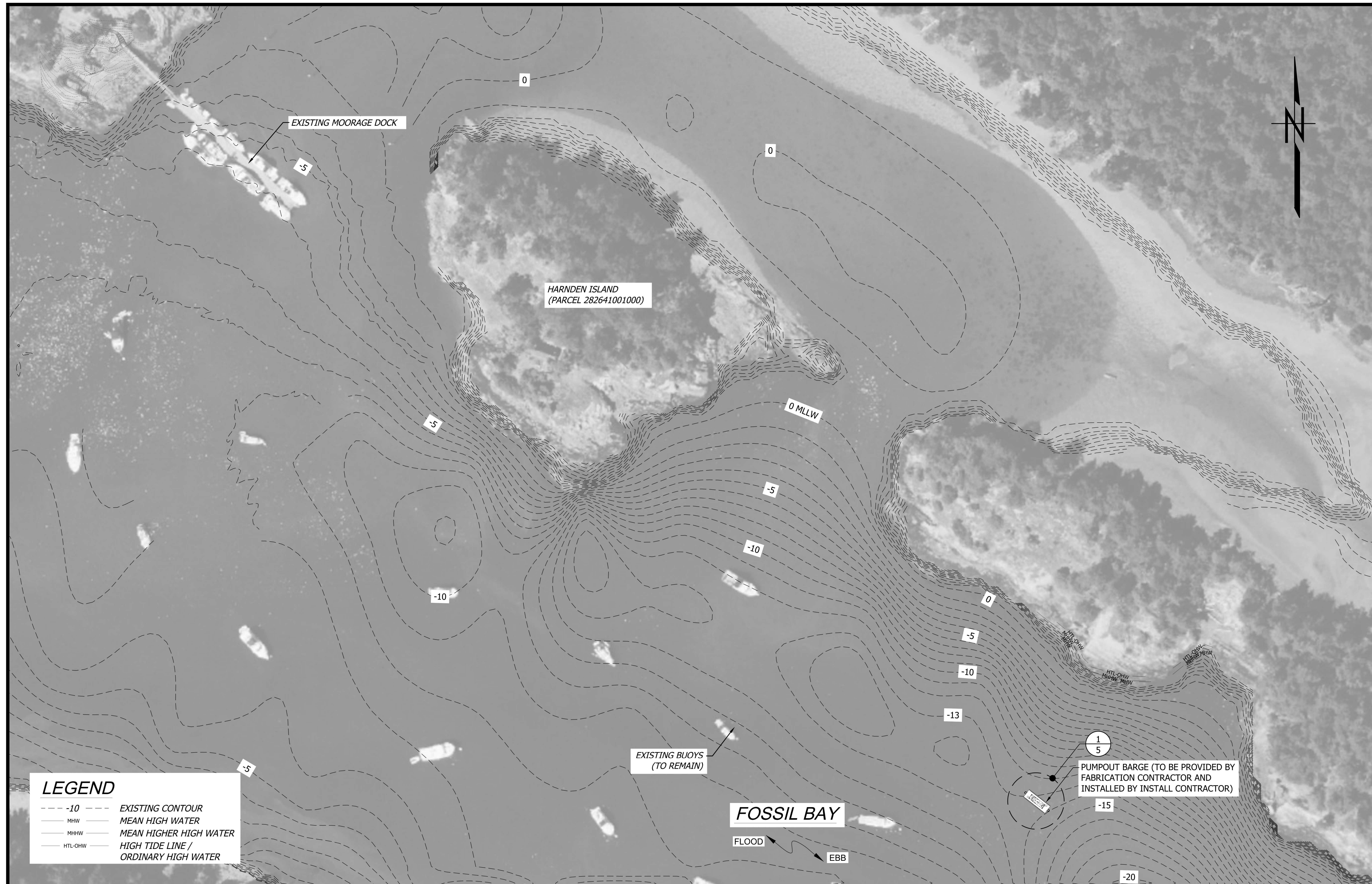
SUCIA ISLAND  
STATE PARK

FLOATING SEWER  
PUMPOUT STATION

OVERALL SITE PLAN

SCALE  
1" = 60'

PARKS FILE#

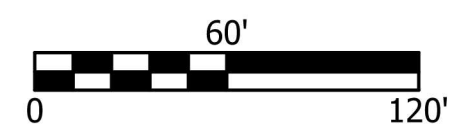


**LEGEND**

--- -10 ---	EXISTING CONTOUR
— MHW —	MEAN HIGH WATER
— MHHW —	MEAN HIGHER HIGH WATER
— HTL-OHW —	HIGH TIDE LINE / ORDINARY HIGH WATER

- NOTES:**
- BATHYMETRIC SURVEY PROVIDED BY DELPHIS IN 2018.
  - HORIZONTAL DATUM IN WASHINGTON STATE PLANE, NORTH ZONE, US FT.
  - VERTICAL DATUM IN MEAN LOWER LOW WATER.
  - NO BENCHMARKS EXIST IN THE VICINITY.

**OVERALL SITE PLAN**



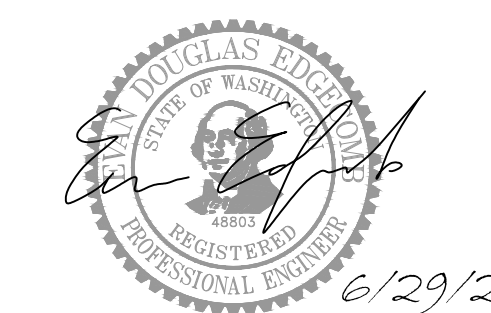
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SHEET 4 OF 7



NO.	REVISIONS	INT.	APP.	DATE

ACTION	BY	DATE
DESIGNED	EE	6/29/23
DRAWN	TM	6/29/23
CHECKED (FIELD)	PY	6/29/23
CHECKED (HDQTS.)	EE	6/29/23



PROJECT ENGINEER

WASHINGTON  
STATE  
PARKS  
AND  
RECREATION  
COMMISSION



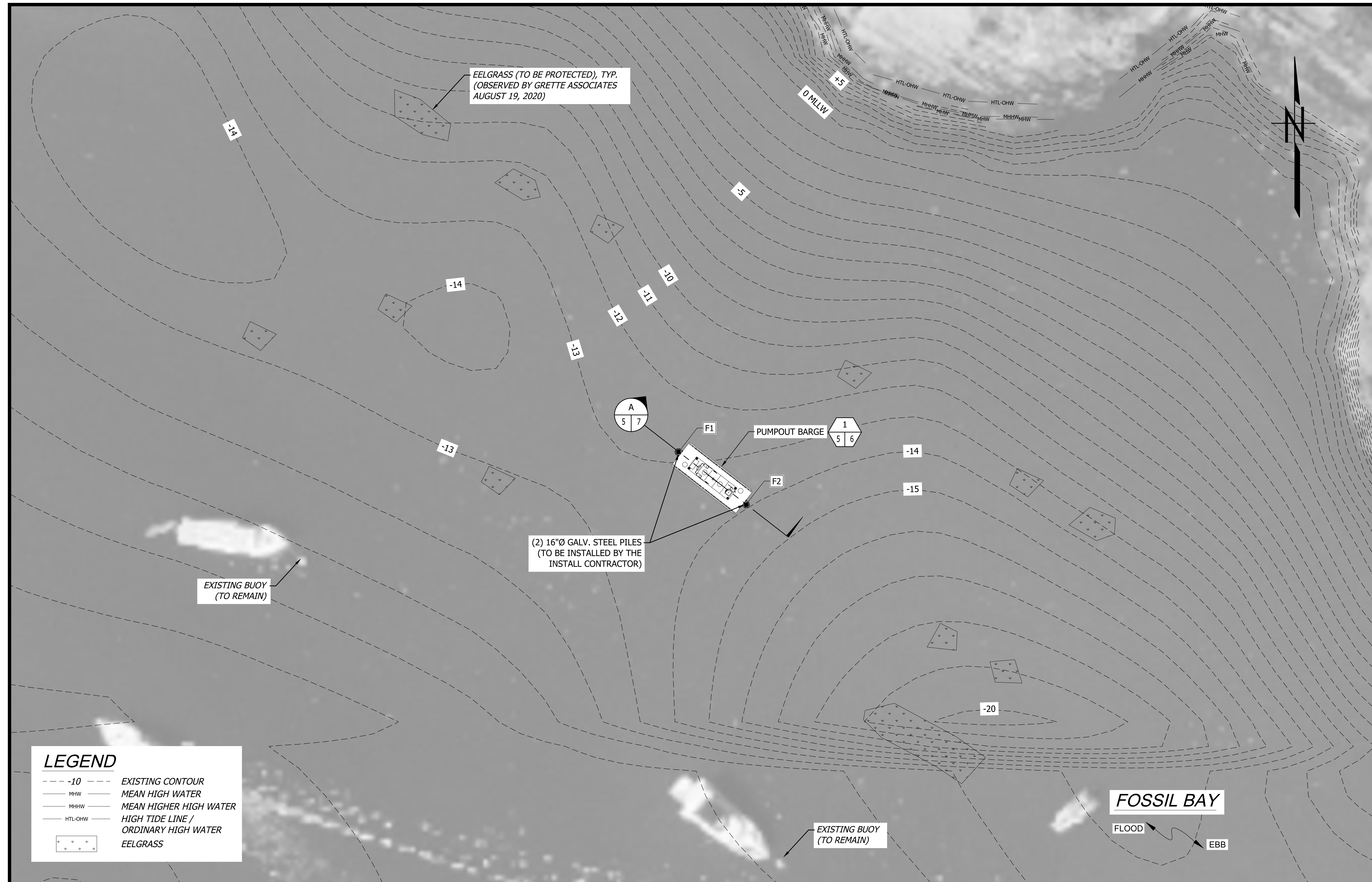
SUCIA ISLAND  
STATE PARK

FLOATING SEWER  
PUMPOUT STATION

PUMPOUT BARGE  
SITE PLAN

SCALE  
1" = 20'

PARKS FILE#

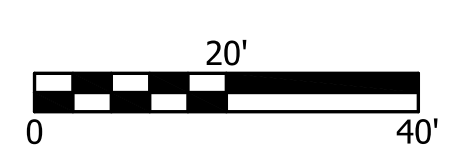


**LEGEND**

-10	---	EXISTING CONTOUR
MHW	---	MEAN HIGH WATER
MHHW	---	MEAN HIGHER HIGH WATER
HTL-OHW	---	HIGH TIDE LINE / ORDINARY HIGH WATER
	[Symbol]	EELGRASS

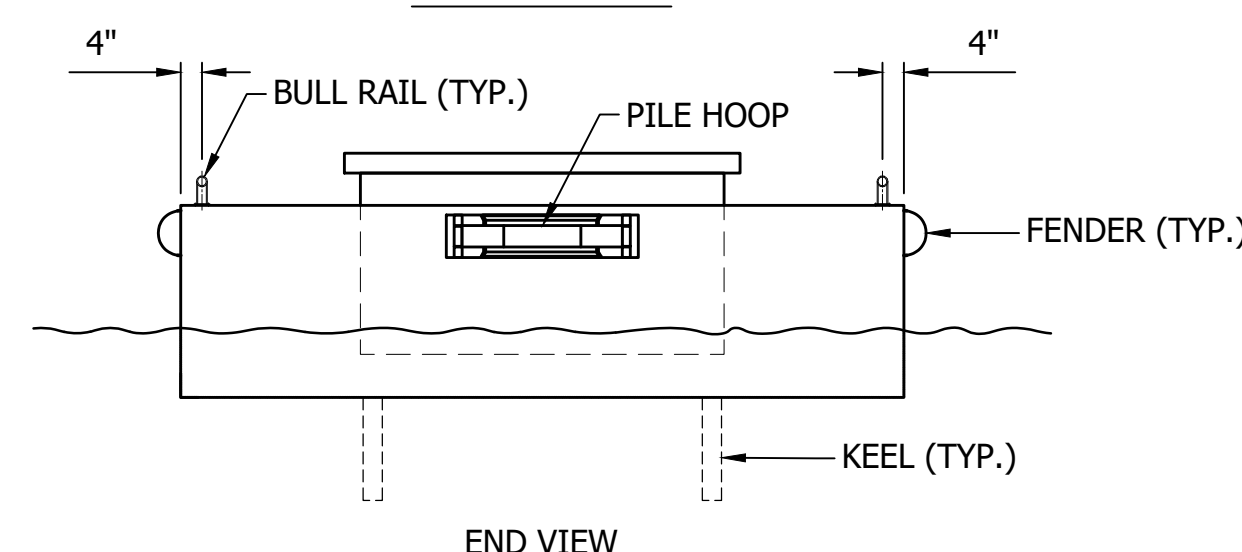
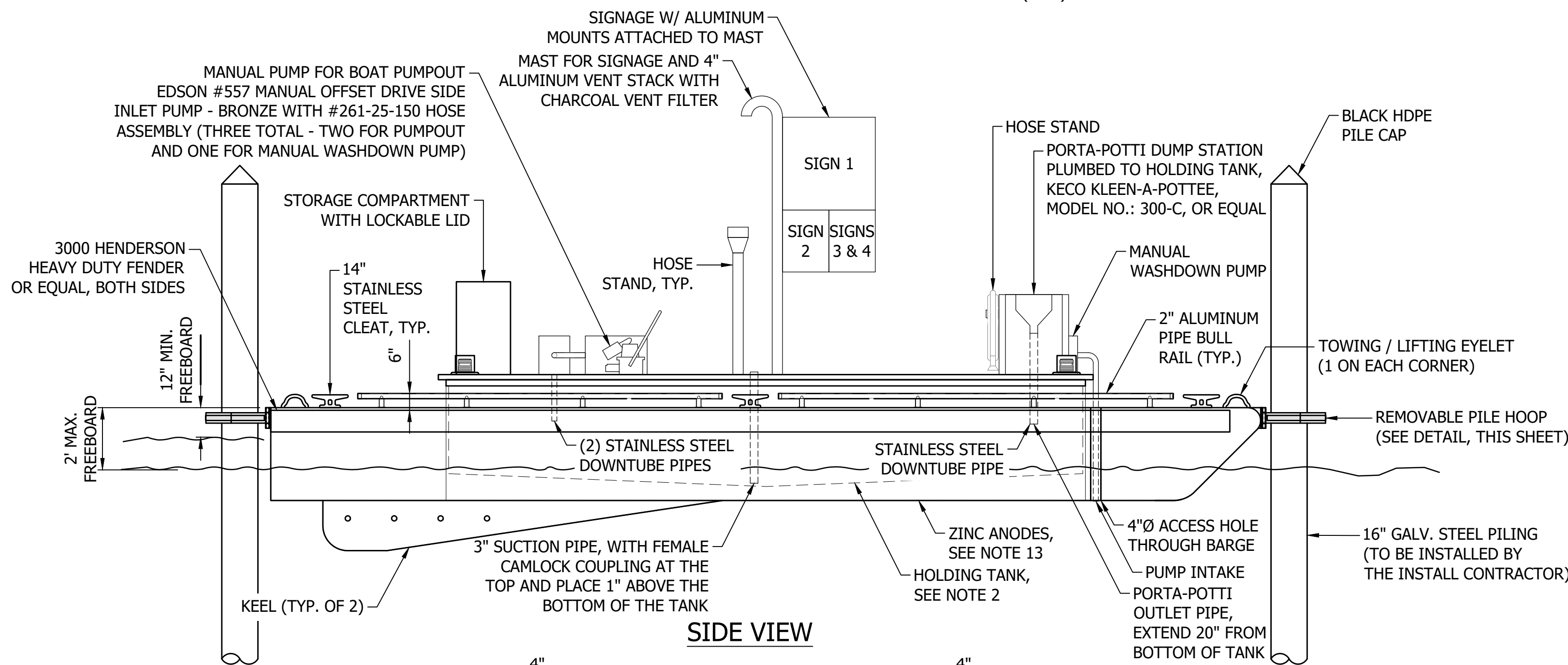
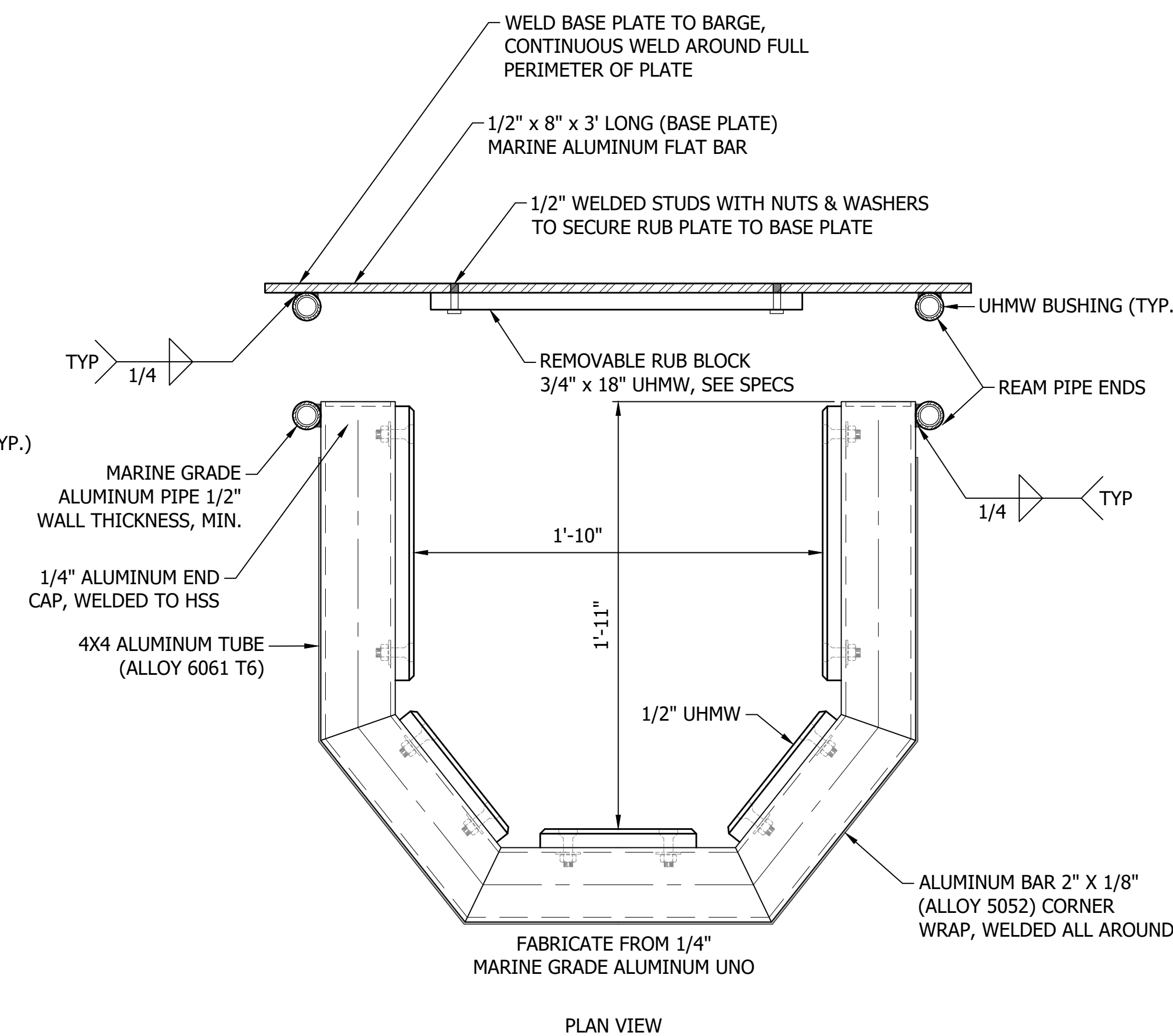
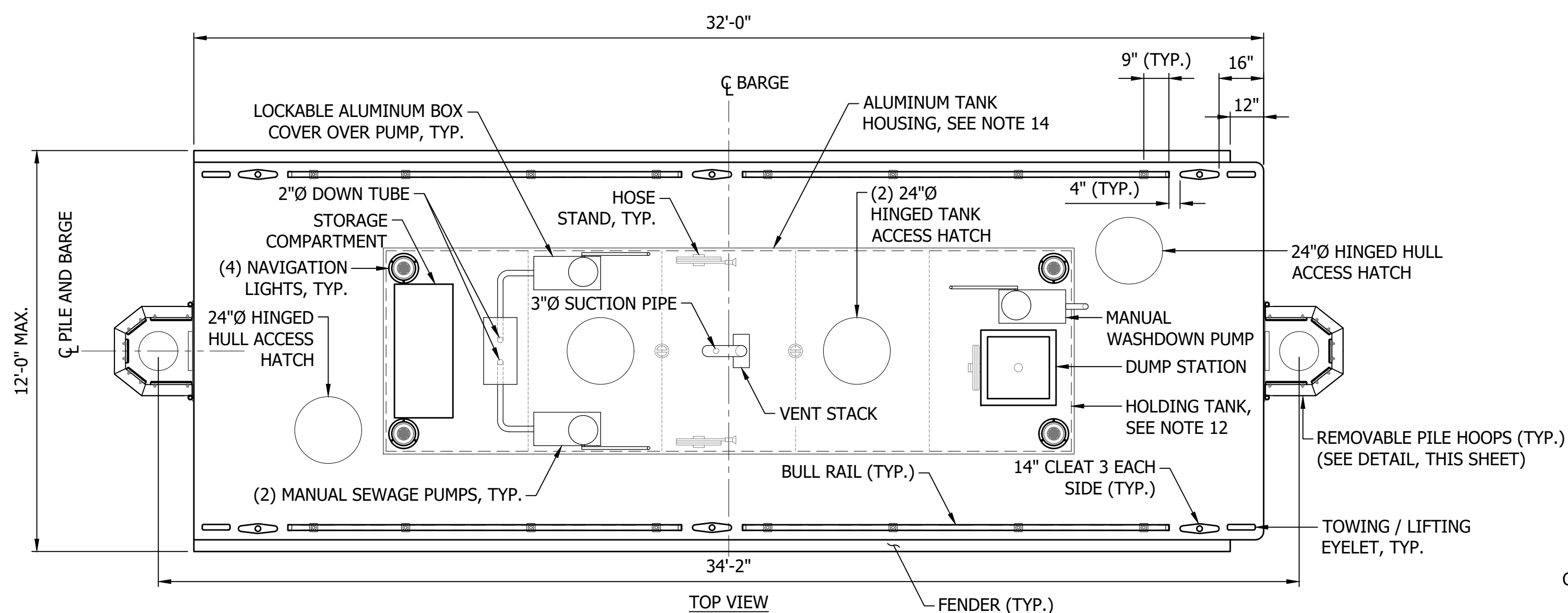
- NOTES:**
- BATHYMETRIC SURVEY PROVIDED BY DELPHIS IN 2018.
  - HORIZONTAL DATUM IN WASHINGTON STATE PLANE, NORTH ZONE, US FT.
  - VERTICAL DATUM IN MEAN LOWER LOW WATER.
  - NO BENCHMARKS EXIST IN THE VICINITY.
  - SEE SHEET 7 FOR PILE SCHEDULE.

**PROPOSED SITE PLAN**

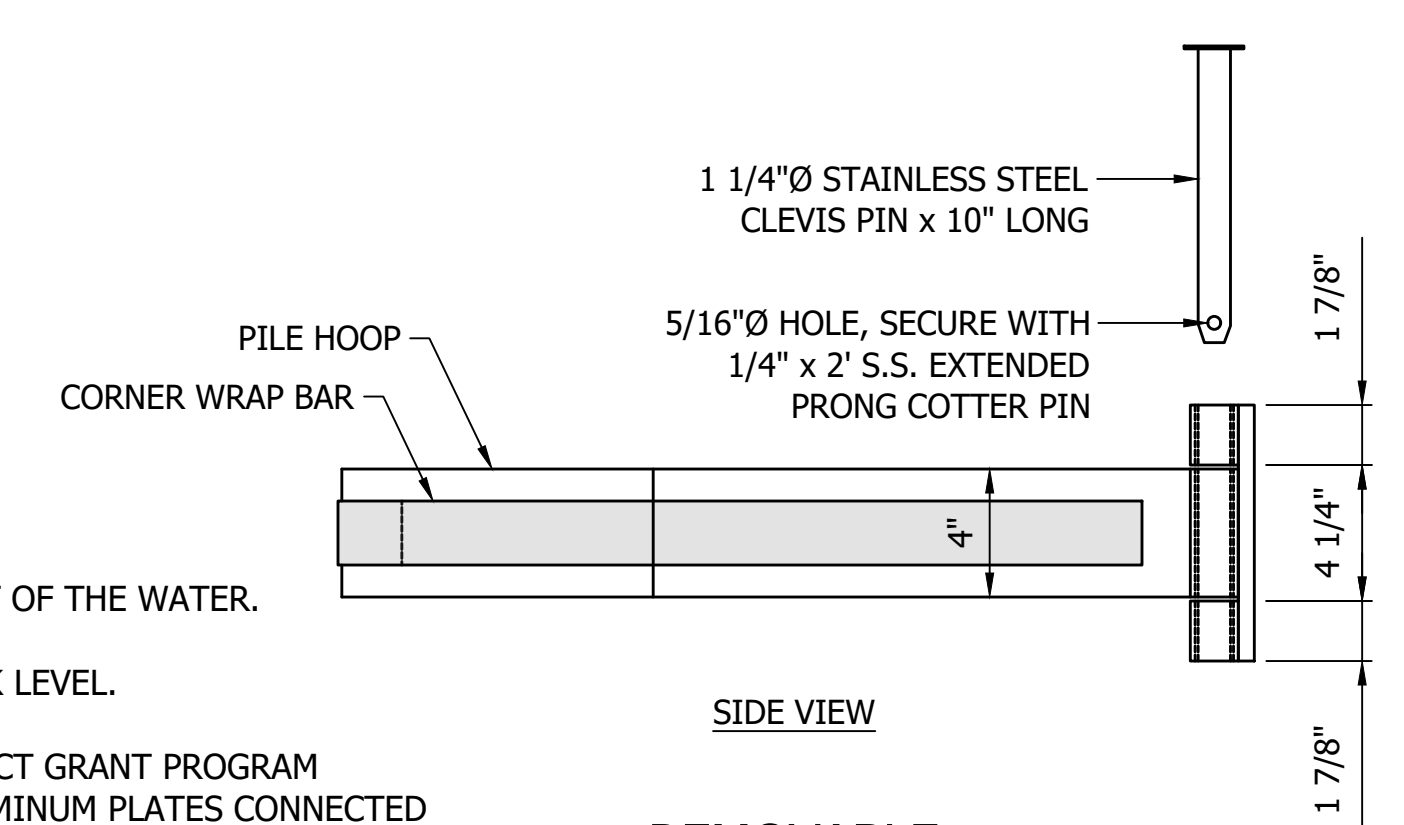
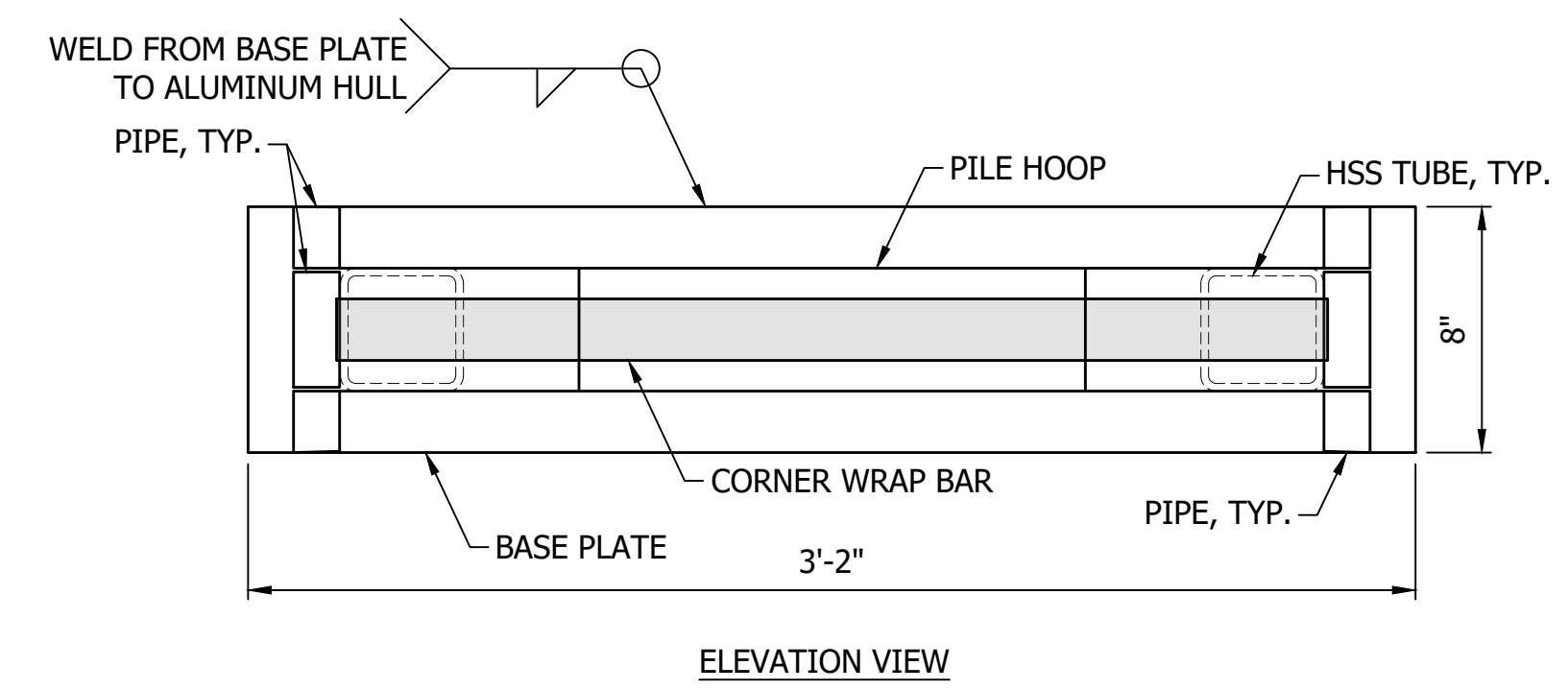


**BID SET**

SHEET 5 OF 7



END VIEW  
**DETAIL - PUMPOUT BARGE**

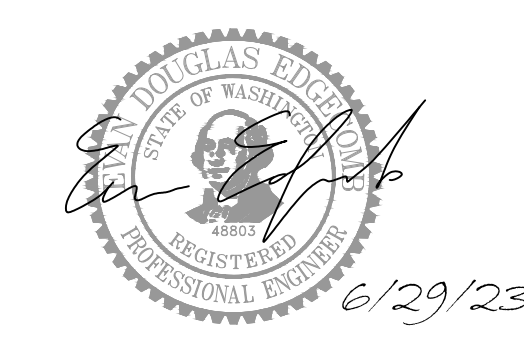


**REMOVABLE PILE HOOP DETAILS**  
(N.T.S.)

**NOTES:**

- SEWAGE PUMPOUT BARGE TO BE PROVIDED BY THE FABRICATION CONTRACTOR.
- BARGE AND HOLDING TANK SHALL HAVE TWO 24"Ø MIN. ROUND ACCESS HATCHES TO BE USED FOR PUMPING OUT SEWAGE. BOTH THE HULL AND TANK SHALL BE FULLY SEALED TO PREVENT ANY LEAKS TO PROVIDE A REDUNDANT CONTAINMENT SYSTEM.
- FREEBOARD SHALL NOT EXCEED 24".
- FREEBOARD SHALL NOT BE LESS THAN 12" UNDER BOTH TOTAL LIVE AND DEAD LOADING.
- INNER TANK SHALL BE WATERTIGHT AND SHALL HAVE A Baffle SCHEME WITHIN THE TANK LIMITS.
- STORAGE COMPARTMENT TO BE PROVIDED FOR CLEANING SUPPLIES AND REPLACEMENT PARTS. COMPARTMENT SHALL HAVE A LOCKABLE ACCESS. MAY BE A SINGLE COMPARTMENT USED FOR ALL EQUIPMENT.
- BACKUP PUMP HANDLE SHALL HAVE A REMOVABLE CLEVIS PIN FOR SECURING IN PLACE.
- PROVIDE LIFTING EYES TO THE HULL SUITABLE FOR LIFTING THE ENTIRE BARGE OUT OF THE WATER.
- PROVIDE PERMANENT MARKINGS ON SIDE OF HULL TO INDICATE APPROXIMATE TANK LEVEL.
- PROVIDE (4) SIGNS ATTACHED TO THE MAST COMPLYING WITH THE CLEAN VESSEL ACT GRANT PROGRAM REQUIREMENTS, SEE SPECIFICATIONS FOR DETAILS. SIGNS TO BE MOUNTED TO ALUMINUM PLATES CONNECTED TO THE MAST.
- FABRICATOR CONTRACTOR TO PROVIDE EXTRA RUB BLOCKS FOR SHIMMING THE PILE HOOPS.
- HOLDING TANK SHALL HAVE A 3,000 GALLON CAPACITY AND BE LOCATED IN THE BARGE IN SUCH A MANNER AS TO PRODUCE EVEN DISPLACEMENT DURING FILLING AND PUMPING.
- ATTACH ANODE TO HULL AS TO NOT BE DAMAGED BY VESSEL MOORAGE.
- CREATE A WATERTIGHT TANK HOUSING WITHIN THE HULL OF THE BARGE. FABRICATE A REMOVABLE, WATERTIGHT TOP TO BE BOLTED TO THE HULL OF THE BARGE VIA FLANGES AROUND THE PERIMETER OF TANK HOUSING.

ACTION	BY	DATE
DESIGNED	EE	6/29/23
DRAWN	TM	6/29/23
CHECKED (FIELD)	PY	6/29/23
CHECKED (HQ/TS.)	EE	6/29/23



PROJECT ENGINEER

WASHINGTON  
STATE  
PARKS  
AND  
RECREATION  
COMMISSION

SUCIA ISLAND  
STATE PARK

FLOATING SEWER  
PUMPOUT STATION

**BARGE DETAILS**

SCALE  
**1" = 3'**

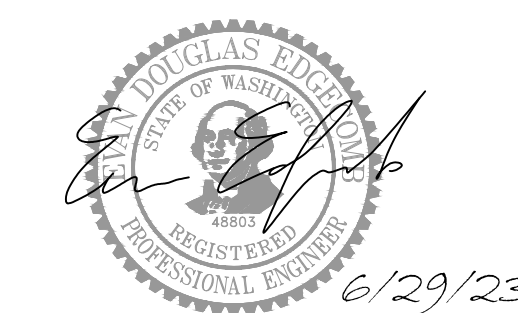
PARKS FILE#

**BID SET**

SHEET 6 OF 7

	DATE
	APP.
	INT.
	REVISIONS
	NO.

ACTION	BY	DATE
DESIGNED	EE	6/29/23
DRAWN	TM	6/29/23
CHECKED (FIELD)	PY	6/29/23
CHECKED (HDQTS.)	EE	6/29/23



PROJECT ENGINEER

WASHINGTON  
STATE  
PARKS  
AND  
RECREATION  
COMMISSION

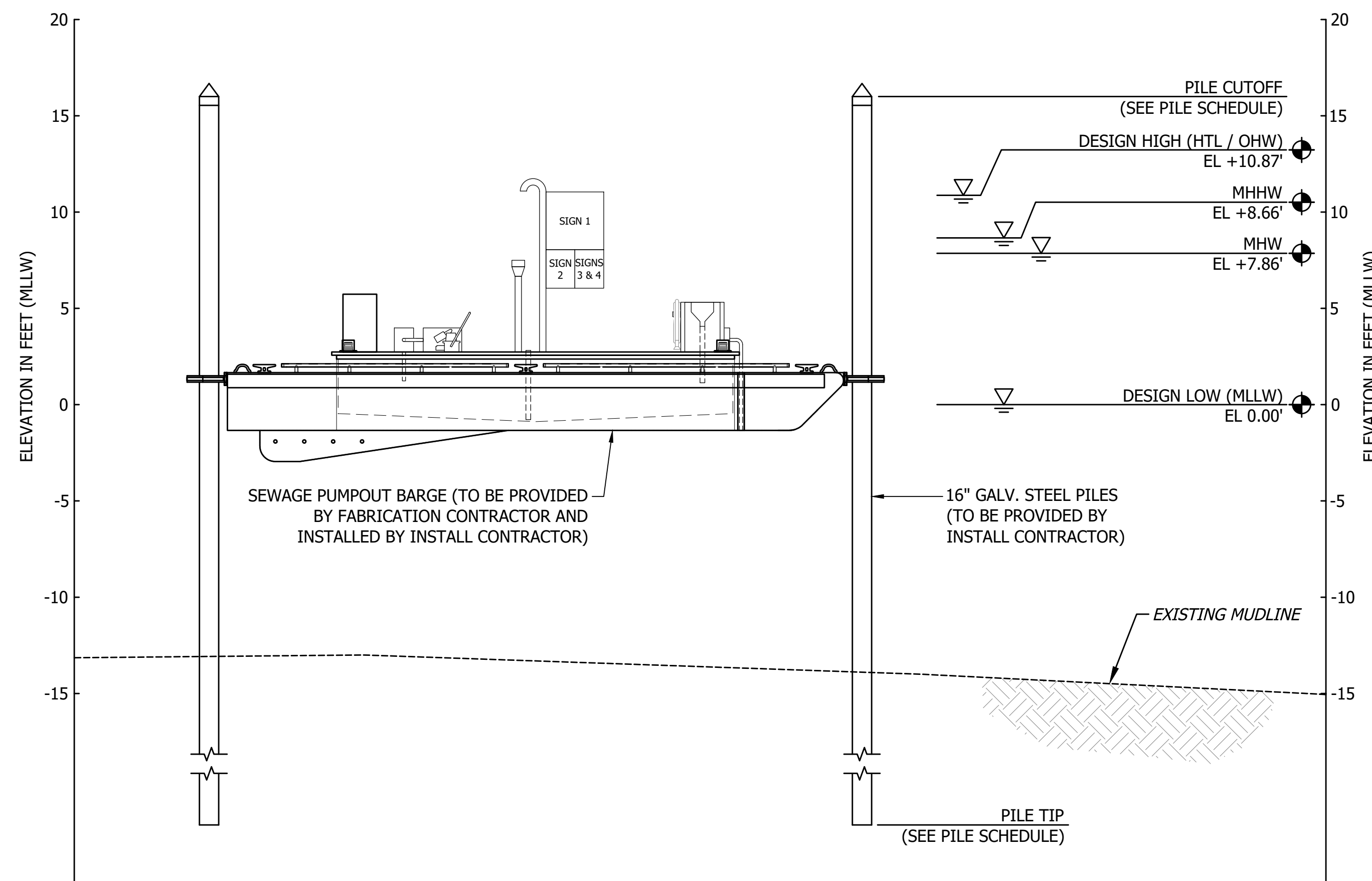
SUCIA ISLAND  
STATE PARK

FLOATING SEWER  
PUMPOUT STATION

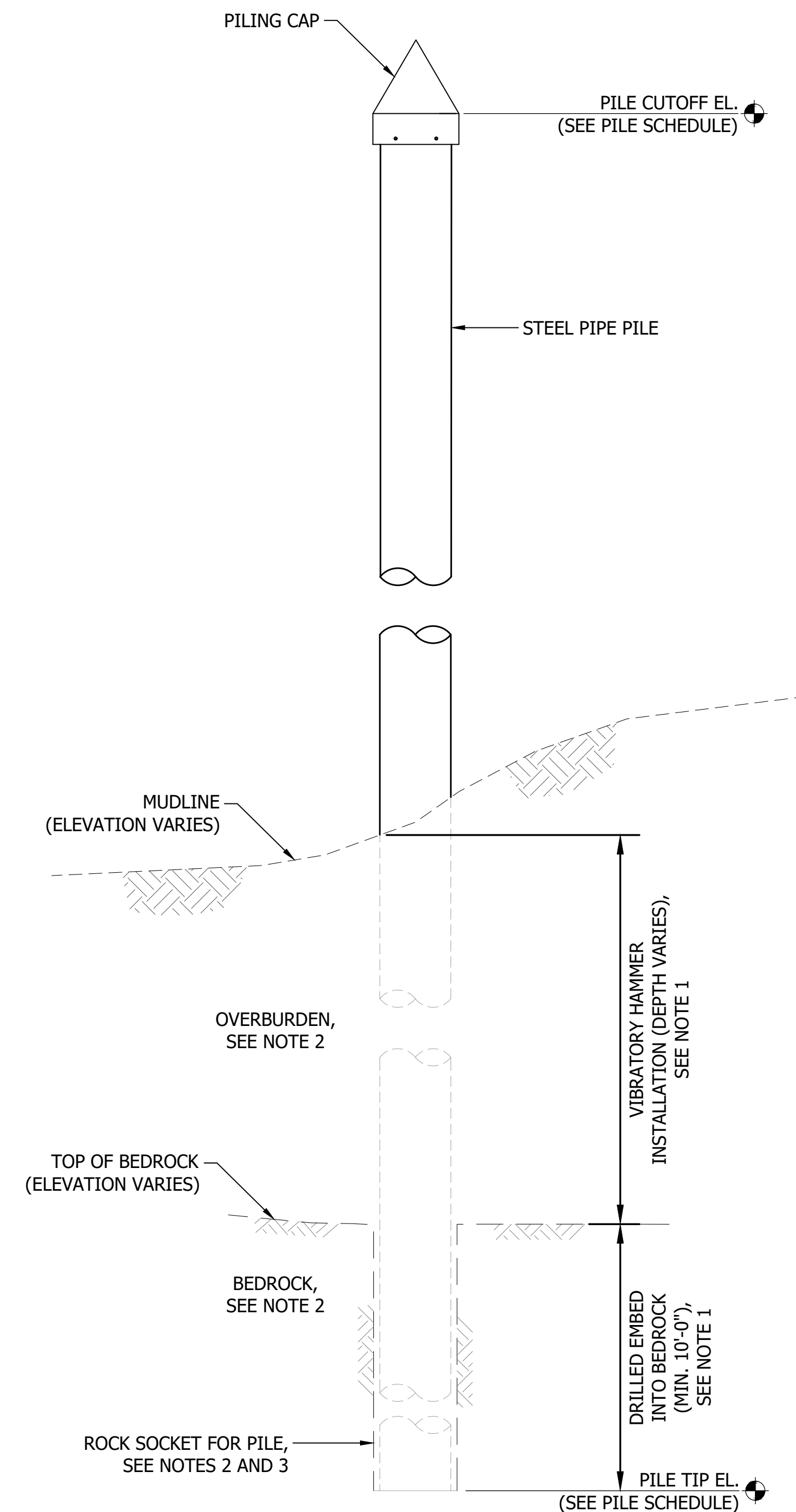
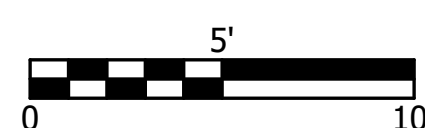
PUMPOUT BARGE  
PROFILE

SCALE  
AS NOTED

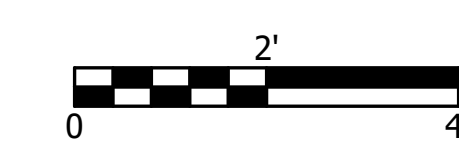
PARKS FILE#



**PROFILE - PUMPOUT / BARGE**



**PILE ELEVATION**



**NOTES**

- INSTALL CONTRACTOR SHALL USE A VIBRATORY HAMMER TO INSTALL THE PILE UNTIL REFUSAL. IF HARD DRIVING CONDITIONS ARE ENCOUNTERED BEFORE REACHING THE SPECIFIED TIP ELEVATION, UTILIZE AN IMPACT HAMMER TO PROGRESS PILE. IF THERE IS NO OBSERVABLE PROGRESS WITH THE IMPACT HAMMER, UTILIZE A DOWN THE HOLE HAMMER AND DRILL DEEP ENOUGH TO SEAT THE PILE A MINIMUM OF 10 FEET INTO THE HARD LAYER OR UNTIL SPECIFIED TIP ELEVATION HAS BEEN ACHIEVED. USE THE IMPACT HAMMER AFTER DRILLING TO SEAT THE PILE INTO THE DRILLED PORTION OF SOIL.
- FOR SOIL AND SITE CONDITIONS, SEE GEOLOGIC AND GEOTECHNICAL ENGINEERING SERVICES REPORT "SUCIA ISLAND STATE PARK IMPROVEMENTS, SAN JUAN COUNTY, WASHINGTON" DATED NOVEMBER 25, 2020 AS DEVELOPED BY GEOENGINEERS, INC.
- INSTALL CONTRACTOR SHALL ENSURE THAT BOULDERS AND OTHER OBSTRUCTIONS ON SITE DO NOT INTERFERE WITH THE PILE DRIVING AND INSTALLATION. CONTRACTOR SHALL LOCALLY MOVE ANY SUCH OBSTRUCTIONS TO ENSURE THAT PILES ARE INSTALLED IN THE CORRECT LOCATION AND ACHIEVE THE MINIMUM EMBEDMENT INTO ROCK AS SHOWN ON THE DRAWINGS. NO EXCAVATION OF THE SUBSTRATE IS ALLOWED.
- REFER TO SPECIFICATIONS SECTION 316216 FOR TOLERANCES IN PILE INSTALLATION.
- INSTALL CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE PILE DRIVING WORK WITH THE NEW BARGE DESIGN TO ENSURE COMPATIBILITY AND TO ENSURE THE BARGE FUNCTIONS AS INTENDED THROUGH THE FULL RANGE OF RANGE OF MOTION BETWEEN THE DESIGN WATER LEVELS AND WAVES.

PILE SCHEDULE						
PILE ID	PILE SIZE	NORTHING	EASTING	PILE TIP ELEVATION (MLLW)	PILE CUTOFF ELEVATION (MLLW)	PILING CAP
F1	16"Ø X 0.5"	645104.80	1142334.62	-52.0'	+16.0'	Y
F2	16"Ø X 0.5"	645084.09	1142361.27	-52.0'	+16.0'	Y

**BID SET**

SHEET 7 OF 7