



**REQUEST FOR QUALIFICATIONS: RFQ 325-220**  
**STATE INTERAGENCY-TRIBAL COOPERATIVE RECREATION IMPACTS**  
**MANAGEMENT EFFORT – FACILITATION AND INTERMEDIARY SERVICES**

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**BRIEF DESCRIPTION:** The Washington State Parks and Recreation Commission (WSPRC or State Parks) is soliciting proposals from qualified firms to provide facilitation, coordination, and intermediary services. It is expected that the consultant selected through this RFQ solicitation will prepare a detailed scope of work describing the specific services and deliverables to be provided during the initial period of performance.

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

**Bids are due: Thursday, February 15, 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 3.1 – Submission of Responses for expanded details.

• See also §3 Responses – Preparation and Submission requirements	• See also §2.1 CHECKLIST of required submittals
• See also §3.1 Submission of Responses	•

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

See §2.1 – §4.4 for all materials required to be included with bid submissions.

Consultants are responsible for properly registering in the Washington’s Electronic Business Solutions (WEBS) system, <https://fortress.wa.gov/ga/webs/> and downloading the solicitation document and all appendices and incorporated documents related to this solicitation. Notification of any RFQ addenda, amendments or Consultant’s questions-&-answers will only be provided to those vendors who have registered with WEBS and have downloaded the solicitation from WEBS. Failure to do so may result in a Consultant having incomplete, inaccurate, or otherwise inadequate information.

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

WEBS is the system of record for this competition.

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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 Qualifications is to procure goods and/or services as described herein.

## **1.2 PURPOSE AND BACKGROUND**

For several years, Native American tribes in Washington have been demanding action related to managing recreation impacts on public lands – calling the impacts of recreation today's most serious threat to tribal treaty rights and other protected tribal rights. The Governor's Office of Indian Affairs (GOIA), Washington Department of Fish and Wildlife (DFW), Washington State Parks and Recreation Commission (State Parks), the State Department of Natural Resources (DNR), the Recreation and Conservation Office (RCO) and representatives of federally recognized Tribes with treaty rights or other protected tribal rights in Washington have committed to co-developing a system to improve management of recreation impacts on natural and cultural resources and protected tribal rights on state lands. This requires agreeing to a general scope and process for the effort, organizing communication and joint decision-making of the many independent state agencies and tribes, completing administrative tasks, and developing the planning and technical tools necessary to objectively assess and satisfactorily manage recreation impacts across hundreds of thousands of acres of state managed lands.

The Legislature has provided funding to DNR, DFW, and State Parks for the 2023-25 state fiscal biennium to work together with federally recognized Tribes with treaty rights or other protected tribal rights in Washington to improve management of recreation impacts on natural and cultural resources and protect tribal rights on state lands. Since beginning this effort in April 2023, representatives from the state agencies and tribes have held discussions to share perspectives and worked together to complete initial scoping and organizational tasks. Initial tasks included crafting a vision statement: *"Tribes and state agencies working together to co-develop recreation management tools and an adaptive management framework that effectively coordinates cooperative stewardship of natural and cultural resources and preserves protected tribal rights on state lands."* Initial tasks also included establishing a tiered organization and decision-making structure. The tiered structure now includes a state agency and tribal leadership group, a joint state-tribal steering committee, and three functional workgroups (technical, legislative, and information sharing).

The Leadership group includes state agency directors and tribal councilmembers and elders and has met once in April 2023 to acknowledge shared state-tribal interests in addressing recreation impacts and to commit to this cooperative effort. The Steering Committee includes authorized state and tribal leaders and staff and has met nine times to initiate the effort, share interests and concerns, establish the organizational and decision-making structure, discuss management planning frameworks, and assign initial tasks to the workgroups. The Technical Workgroup includes state and tribal technical staff and has been tasked with developing an assessment and adaptive management framework to manage outdoor recreation in a manner that is ecologically sustainable and consistent with state obligations to Tribes. The first meeting of the Technical Workgroup was held on November 30, 2023, and the Legislative and Information Sharing workgroups are expected to begin meeting in January 2024.

This effort is intended to serve as a model for conservation and recreation management that supports and integrates tribal perspectives and brings together the collective wisdom of western and Indigenous knowledge. The intent is then to use this model to guide cooperative stewardship efforts across state managed lands.

## **SERVICES**

The agency is now seeking to competitively procure a consultant to provide expanded facilitation, coordination, and intermediary services. It is expected that the consultant selected through this RFQ solicitation will prepare a detailed scope of work describing the specific services and deliverables to be provided during the initial period of performance (approximately 16 months) to the satisfaction of State Parks. The accepted scope of work and fee will then form the basis of the contract between the consultant and State Parks. Anticipated services expected of the consultant include:

- Facilitating co-development by the Steering Committee of a general plan of action for achieving the purpose and goals of the Interagency State-Tribal Recreation Impacts Management effort, building upon agreements and progress made to date.
- Advising, informing, and educating participants on matters of tribal sovereignty, governance, law, and the protected rights of federally recognized Tribes with treaty rights or other protected tribal rights in Washington as they pertain to this effort.
- Collaboratively planning, coordinating, preparing materials, and facilitating bi-weekly meetings of the State-Tribal Recreation Impacts Steering Committee, as well as periodic meetings of the leadership group and functional workgroups.
- Coordinating the flow of information between the functional workgroups, Steering Committee and Leadership group.
- Participating in ad hoc meetings with tribal and state agency representatives to the Steering Committee and serving as trusted intermediary between tribal and state agency members of the Leadership group, Steering Committee, and functional workgroups
- Drafting, reviewing, and facilitating preparation of documents by ad hoc committees and functional workgroups for consideration by the Steering Committee and Leadership.
- Developing positive and enduring working relationships among state agency and tribal participants and helping to lay the foundation for the ongoing development and application of the assessment and adaptive management framework developed through this effort.
- Working seamlessly with state agency staff to develop and review meeting schedules and invitations, set up in-person and virtual meetings, prepare meeting notes and recaps, and complete related logistical tasks.

## **FUNDING DETAILS**

This contract is funded by contributions by the Washington State Department of Natural Resources, Washington State Department of Fish & Wildlife, and the Washington State Parks and Recreation Commission under an interagency agreement. The total contract amount is approximately \$160,000 for the initial term (March 1, 2024 – June 30, 2025). The agencies anticipate seeking additional funding for this effort for the 2025-27 biennium.

## **PERIOD OF PERFORMANCE**

This procurement is for services for the remainder of the 2023-2025 state fiscal biennium. However, the procurement should be extendable for an additional two years through the end of the 2025-2027 biennium if provided services are satisfactory and funding is available.

### **1.3 MINIMUM QUALIFICATIONS:**

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

- Lead consultant team member and principal facilitator and state-tribal intermediary must have at least 10-years of professional experience working constructively with federally recognized Tribes with treaty rights or other protected tribal rights in Washington and with related intertribal organizations.
- Consultant must be registered to do business in the state of Washington and must hold a Universal Business Identifier (UBI)
- Consultant is urged to sign up in Washington's Electronic Business System (WEBS), as that is where all documents and addenda will be posted.

### **1.4 SMALL AND DIVERSE BUSINESS PARTICIPATION:**

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

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

#### **Minority and Women-Owned Businesses**

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

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

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

<https://www.des.wa.gov/sell/how-work-state/register-bid-opportunities>.

WEBS is the system of record for this competition.

### 1.5 **PREBID CONFERENCE:**

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

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

Bidders interested in joining the prebid conference must RSVP to [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov) no later than **Tuesday, January 23, 2024**. The email subject line must include 325-220 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 25, 2024, 10:30 – 11AM**.

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

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

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

### 1.6 **QUESTION PERIOD:**

- Final day for Submitting questions: **Friday, February 2, 2024**, 1:00pm (Pacific Time Zone, local time)
- Send Questions to: [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov).
- Subject line must include "**325-220 Question.**"

### 1.7 **ANSWER PERIOD**

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

### 1.8 **COMPLAINT PERIOD:**

- Final Date for submitting complaints: **Thursday, February 8, 2024**, 1:00pm (Pacific Time Zone, local time)
- Send Complaints to: [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov).
- Subject line must include "**325-220 Complaint.**"
- Responses, if any, will be posted on WEBS (State of Washington's bid notification system).

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

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

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

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

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

**1.9 PROCUREMENT SCHEDULE:**

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

Activity	Due Dates	Time
RSVP Prebid Conference	<b>01/23/2024</b> See additional details in Section 1.5 – Prebid Conference.	COB
Prebid Conference	<b>01/25/2024</b> See additional details in Section 1.5 – Prebid Conference	10:30AM-11:00AM PST
Question Period	<b>01/04/2024 – 02/02/2024</b> See additional details in Section 1.6 – Question Period	NA
Answer Period	<b>01/04/2024 – 02/08/2024</b> , anticipated but may take longer. All Answer Responses will be posted on WEBS. See Section 1.7 – Answer Period	
Complaint Period	<b>01/26/2024 – 02/08/2024</b> See additional details in Section 1.8 – Complaint Period. Complaints received before or after the Complaint period will not be considered.	NA
Consultant’s Response – <b>Deadline</b>	<b>02/15/2024</b> See also: Section 3 - Responses - Preparation and Submission Requirements. See also Section 2.1 CHECKLIST MANDATORY ITEMS	<b>1:00PM</b>
Announcement of Apparent Successful Consultant (ASC)	After the Bid’s due date (deadline to submit bid responses) and following the evaluation, the state will Announce the Apparent Successful Consultant (ASC).	
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 Consultant (ASC). See additional details in Section 5.1 – Debriefing of Unsuccessful Consultants	
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 5.3 - Protests	



## **2 RESPONSES - REQUIRED CONTENT:**

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### **2.1 CHECKLIST OF MANDATORY ITEMS**

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

- **Appendix A, Consultant Profile, must be signed**
- **Appendix B, Certifications, must be signed**
- **Appendix C, Qualifications**
- **Appendix D, References**
- **Appendix E, Cost**
- **Appendix F, Team**
- **Appendix G, Small Business/Veteran Owned Business Certification (Optional)**

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

### **2.2 CONSULTANT PROFILE – APPENDIX A (MANDATORY)**

Consultant Profile provides general information concerning the Consultant and/or its corporate entity. The Consultant must complete all sections and sign where indicated. Signing the Profile indicates the Consultant accepts the terms and conditions of this RFQ. Failure to address all of the elements identified in the Profile may result in disqualification. It is important to fully read the Consultant Profile as there are additional pages that the Consultant may have to attach depending on the Consultant's response.

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

### **2.3 CERTIFICATIONS – APPENDIX B (MANDATORY)**

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

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

### **2.4 QUALIFICATIONS – APPENDIX C (MANDATORY)**

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

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

- a. Demonstrated expertise and experience advising and facilitating state and federal agencies and Tribal governments on matters including Tribal sovereignty, Tribal governance, Tribal law, and the rights of federally recognized Tribes with treaty rights or other protected tribal rights in Washington including Tribes recognized through treaties and federal executive orders.
- b. Demonstrated expertise and experience developing and facilitating statewide or regional natural resource-related Tribal engagement processes involving interested federally recognized Tribes with treaty rights or other protected tribal rights in Washington, intertribal organizations, state and federal natural resource land management agencies, and recreation and conservation non-profit organizations.

- c. Demonstrated expertise and experience advising and facilitating state and federal agencies and Tribal governments on organization, planning, decision-making, and governance of cooperative statewide natural resource conservation and recreation management initiatives involving multiple agencies, interested federally recognized Tribes with treaty rights or other protected tribal rights in Washington, and intertribal organizations.
- d. Demonstrated expertise and experience serving as a trusted intermediary between federally recognized Tribes with treaty rights or other protected tribal rights in Washington and state natural resource land management agencies.
- e. Demonstrated experience in building awareness by non-Tribal entities of the historical and modern presence and cultural practices (spiritual or other) of Washington's Indigenous people on state managed lands.
- f. Knowledge of Native American culture and practices, experience working in State-Tribal relations, and ability to impart awareness and understanding of these subjects to non-Tribal entities.

Appendix C – The Qualifications are evaluated and scored according to the criteria laid out in Section 4.4 Evaluation Breakdown

Consultant Diverse Business Inclusion Plan for Subconsultants is required if the Bidder intends to engage subconsultants for contract performance. The plan should meticulously outline your firm's strategies, approaches, and actionable steps to surpass or meet the state's diversity participation objectives. Emphasis is placed on encouraging the achievement of these goals. A sample form/format can be downloaded from the following link: [Diverse Business Inclusion Plan.pdf](#).

## 2.5 REFERENCES – APPENDIX D (MANDATORY)

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

Each Consultant must provide at least three letters of reference from authorized representatives of federally recognized Tribes with treaty rights or other protected tribal rights in Washington and one intertribal organization attesting to the consultant's suitability and ability to provide the required services.

The evaluation of the references will be based on the quality of the referral given, and the relative correlation between the services performed for that reference and the scope of work herein.

Appendix D - References are evaluated and scored according to the criteria laid out in Section 4.4 Evaluation Breakdown.

## 2.6 COST – APPENDIX E (MANDATORY)

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

Must provide a budget detailing hourly rates of staff and other expenses necessary to justify the proposed consultant fee. See Section 1.3 Funding Details.

Appendix E – Cost is evaluated and scored according to the criteria laid out in Section 4.4 Evaluation Breakdown.

## 2.7 TEAM – APPENDIX F (MANDATORY)

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

Must provide statements of education, training, and experience of consultant team members relevant to the required services.

- Lead consultant team member and principal facilitator and state-tribal intermediary must have at least 10-years of professional experience working constructively with federally recognized Tribes with treaty rights or other protected tribal rights in Washington and with related intertribal organizations.

Appendix F - Team is evaluated and scored according to the criteria laid out in Section 4.4 Evaluation Breakdown.

## 2.8 SMALL BUSINESS/VETERAN OWNED CERTIFICATION – APPENDIX G

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

Bidder if you are a certified OMWBE/Small Business/Veteran Owned business please adhere to the following:

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.

Appendix G - Small Business/Veteran Owned Certification is evaluated and scored according to the criteria laid out in Section 4.4 Evaluation Breakdown.

## 3 RESPONSES - PREPARATION AND SUBMISSION REQUIREMENTS

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### 3.1 SUBMISSION OF RESPONSES

The Bidder's bid response will only be received electronically by email/email attachment. State Parks 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 State Parks, you must do so through the appropriate email address set up for communication in the front page.

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

For purposes of this competition document State Parks is accepting a PDF scan (or similar representation that maintains bookmarks and hyperlinks) of the Bidder's wet-ink signature when and where a signature is required. **For clarity:** Print out the competition document, review it, include any other required document(s), complete where necessary, sign where you need to sign with a pen onto the paper, when you believe your bid response is ready to be submitted to State Parks, **scan it as a PDF** file and attach the file to your business email and send it to State Parks.

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

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

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

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

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

Example email subject line: **325-220 Bid ACME**

Example email subject line: **325-220 Bid John Smith Construction**

Example email subject line: **325-220 Bid Microsoft**

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

***--- 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).

### 3.2 RESPONSE LAYOUT REQUIREMENTS

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

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

## **4 EVALUATION AND AWARD**

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### **4.1 DETERMINATION OF RESPONSIVENESS**

All Responses received by the stated deadline will first be reviewed by the Procurement Coordinator to ensure that the Responses contain all of the information required in this RFQ. Only responsive Responses that meet the requirements will be forwarded for further review. Any Response that does not contain all of the required information or any Consultant who does not meet the mandatory qualifications will be rejected as non-responsive and will be removed from further evaluation. However, the Procurement Coordinator has the right to waive, and/or seek correction of minor informalities that do not alter the content of the Response.

### **4.2 GENERAL EVALUATION PROVISIONS**

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

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

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

### **4.3 PREFERENCES AND PENALTIES**

Preferences and penalties that are required by law, rule, or competition document will be applied to bid pricing. A preference reduces the bidder's stated price by the amount of the preference and is an advantage to the bidder. A penalty increases the bidder's stated price by the amount of the penalty and is a disadvantage to the bidder. Preferences and penalties are applied to the pricing for evaluation purposes only but are not applied for purchasing purposes if awarded the contract.

- a) Determine Reciprocity under RCW 39.26.271, WAC 200-300-075, DES Reciprocity Information, DES Reciprocity Map (list). Determine the business address from which the bid was submitted. Check the DES Reciprocity Map (list) to determine, for evaluation purpose only, if the bid's pricing must be increased or rejected.

#### 4.4 EVALUATION BREAKDOWN

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

Evaluation Criteria / Required Material	Maximum Possible Point Total
Appendix A: Consultant Profile	Pass/Fail Basis – no points
Appendix B: Certifications	Pass/Fail Basis – no points
Appendix C: Qualifications - Must provide a narrative description of expertise and experience of the consultant in the areas described in the qualifications described in Section 2.4.	50 Points
Appendix D: References - Must provide at least three letters of reference from authorized representatives of federally recognized Tribes with treaty rights or other protected tribal rights in Washington and one intertribal organization attesting to the consultant's suitability and ability to provide the required services. (Sections 1.2 and 1.3)	20 Points
Appendix E: Cost - Must provide a budget detailing hourly rates of staff and other expenses necessary to justify the proposed consultant fee. (Sections 2.6 and 1.3 Funding Details)	10 Points
Appendix F: Team - Must provide a narrative description of expertise and experience of the consultant in the areas described in the qualifications described in Section 2.4, 2.7, and 1.3.	10 Points
Appendix G: Small Business/Veteran Owned Certification - 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. See Section 2.8	10 Points
<b>TOTAL:</b>	<b>100 Points</b>

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

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

#### **4.5 ORAL PRESENTATIONS MAY BE REQUIRED**

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

The oral presentation shall determine the apparently successful consultant.

#### **4.6 SELECTION OF APPARENT SUCCESSFUL CONSULTANT**

Note: The Consultant meeting all responsive criteria and having the highest final cumulative score will be selected as the Apparent Successful Consultant (ASC). State Parks will notify the Apparent Successful Consultant(s) and the non-successful Consultants via email.

#### **4.7 ANNOUNCEMENT OF APPARENT SUCCESSFUL CONSULTANT**

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

### **5 DEBRIEF AND PROTESTS**

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#### **5.1 DEBRIEFING OF UNSUCCESSFUL CONSULTANTS**

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

Discussion will be limited to a critique of the requesting Consultant's Response including the factors considered in the evaluation of that Response and the Consultant's performance with regard to the solicitation requirements. Comparisons between Responses or evaluations of the other Responses will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of thirty (30) minutes.

#### **5.2 PROCUREMENT RECORDS DISCLOSURE**

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

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

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

### 5.3 PROTESTS

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

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

### 5.4 GROUNDS FOR PROTEST

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

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

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

### 5.5 PROTEST FORM AND CONTENT

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

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

### 5.6 SUBMITTING A PROTEST

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

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

The subject Line: RFQ #325-220: Protest by [Your firm's name].

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



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

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

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

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

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

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

## **6 ADDITIONAL GENERAL PROVISIONS FOR ALL CONSULTANTS**

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### **6.1 ANNOUNCEMENT AND SPECIAL INFORMATION**

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

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

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

### **6.3 AMENDMENTS TO THE RFQ**

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

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

### **6.4 RESPONSIVENESS OF CONSULTANT'S RESPONSE**

Each Consultant is specifically notified that failure to comply with any part of the solicitation may result in rejection of their Response as non-responsive. Rejected, non-responsive Responses will not be scored. State Parks will not be liable for any errors or omissions in Consultant's Response. Consultants will not be allowed to alter their Response after the Response Submission Deadline.

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

## **6.5 CLARITY AND CLARIFICATIONS**

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

## **6.6 COST OF RESPONSE PREPARATION**

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

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

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

## **6.7 OWNERSHIP OF RESPONSES**

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

## **6.8 FINAL SELECTION & NO OBLIGATION**

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

## **6.9 INCORPORATION OF RESPONSE IN CONTRACT**

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

## **6.10 AGREEMENT TO STATE PARKS CONTRACT TERMS AND CONDITIONS**

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

## **6.11 STATEWIDE VENDOR PAYMENT REGISTRATION**

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

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

#### **6.12 SMALL & DIVERSE BUSINESS**

State Parks, in accordance with Washington law, encourages small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded bidders. See, e.g., [RCW 39.19](#) (OMWBE certified businesses); [RCW 43.60A.200](#) (WDVA certified veteran-owned businesses); and [RCW 39.26.005](#) (Washington small businesses). In support of the state's economic goals and to support a diverse supplier pool, State Parks has established the following voluntary numerical goals for State Parks' Competitive Solicitations:

- Ten percent (10%) Minority-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE);
- Six percent (6%) Women-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE);
- Five percent (5%) Veteran-Owned Businesses certified by the Washington State Department of Veterans Affairs (WDVA); and
- Twenty-Five percent (25%) Washington Small Businesses, five percent (5%) of which are microbusinesses or minibusinesses as defined in RCW 39.26.010(16) and (17).

Achievement of these goals is encouraged whether directly or through subcontractors.

- **OMWBE CERTIFICATION.** Bidders may contact the Washington State [Office of Minority and Women's Business Enterprises](#) (OMWBE) regarding information on Minority-Owned and Women-Owned certified firms, state and federal certification programs, or to become certified. OMWBE can be reached by telephone, 866-208-1064, or through their website at [OMWBE](#).
- **WDVA CERTIFICATION.** Bidders may contact the [Washington State Department of Veterans' Affairs](#) (WDVA) for information regarding Certified Veteran-Owned businesses or to become a Certified Veteran-Owned Business. The WDVA can be reached by telephone, (360) 725-2169, or through their website at [WDVA](#).
- **WASHINGTON SMALL BUSINESSES.** Bidders may contact State Parks about small and diverse business inclusion and qualification as a Washington Small Business. If you qualify as a Washington Small Business, identify yourself as such in WEBS. Call WEBS Customer Service at 360-902-7400.

#### **6.13 SUBCONSULTANT PARTICIPATION MONITORING AND REPORTING**

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

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

#### **6.14 PUBLIC DISCLOSURE & PROPRIETARY INFORMATION**

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

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

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

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

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

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

#### **6.15 CIVIL RIGHTS COMPLIANCE**

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

## **7 APPENDICES and EXHIBITS**

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

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

**Appendix B, Certifications (Mandatory - sign and return)**

**Appendix C, Qualifications (Mandatory – write and return)**

**Appendix D, References (Mandatory – write and return)**

**Appendix E, Cost (Mandatory – write and return)**

**Appendix F, Team (Mandatory – write and return)**

**Appendix G, Small Business/Veteran Ownes Certification (Optional)**

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

**Exhibit A. Draft/Sample Service Agreement for Apparent Successful Consultant.**

**APPENDIX A  
CONSULTANT PROFILE**

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

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

**COMPANY INFORMATION:**

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

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

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

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

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

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

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

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

(k)	Federal Tax Identification Number	
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**CONFIDENTIALITY**

(a)	Are there any pages in the Proposal that the Bidder has marked as "Confidential" or "Proprietary"	<input type="checkbox"/> YES <input type="checkbox"/> NO
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If yes, any information in the Proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 must be clearly designated. Each page containing information claimed to be exempt from disclosure must be clearly identified by the word "Privileged" or "Confidential" printed on the lower right-hand corner of the page. Additionally, Consultant must include a separate piece of paper attached to this **Appendix A**, indicating the pages that have been marked "Confidential" and the particular exception from disclosure upon which the Consultant is making the claim. Failure to follow these rules waives Consultant's claim.

**AUTHORIZED SIGNATURES:**

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

<b>Signature (<i>Individual must be authorized to Bind the Organization</i>)</b>	
Signature:	Date:
Print Name:	

**CERTIFICATIONS AND ASSURANCES**

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by State Parks without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that State Parks will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of State Parks, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions (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.



## APPENDIX B CERTIFICATIONS

9. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
10. I/we grant State Parks the right to contact references and others who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.
11. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

12. 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.

13. 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.

14. 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.

15. 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.

**APPENDIX B  
CERTIFICATIONS**

16. Statutory Nondiscrimination Clauses for State Contracts.

COMPLIANCE WITH STATUTORY NONDISCRIMINATION CLAUSES FOR STATE CONTRACTS. During the term of an awarded Contract, Bidder, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). Bidder, including any subcontractor, also shall give written notice of this nondiscrimination requirement to any labor organizations with which Bidder, or subcontractor, has a collective bargaining or other agreement. In addition, Bidder, including any subcontractor, shall cooperate with any Washington state agency investigation regarding any allegation that Bidder, including any subcontractor, engaged in prohibited discrimination set forth in RCW 49.60.530(3).

For purposes of this competition document WSPRC is accepting a PDF scan (or similar representation) of the Bidder’s wet-ink signature in the signature space below. **For clarity:** Print out the competition document, review it, include any other required document(s), complete where necessary, sign where you need to sign with a pen onto the paper, when you believe your bid response is ready to be submitted to WSPRC, **scan it as a PDF** file, review the PDF file one last time, and then attach the PDF file to your business email and send it to WSPRC. For expanded details see Section 4.1 – Submission of Responses.

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

I, acting as my Firm’s authorized representative declare on behalf of me/my firm under penalty of perjury under the laws of the State of Washington forgoing Certification and Assurances and Waiver is true and correct.	
Bidder, record the competition’s identifying number: <i>(see footer or face page)</i>	<b>RFQ 325-220 STATE INTERAGENCY-TRIBAL COOPERATIVE RECREATION IMPACTS MANAGEMENT EFFORT – FACILITATION AND INTERMEDIARY SERVICES</b>
Bidder’s Company Name	
Bidder’s Printed Name	
<b>Bidder’s Wet Signature</b> (use blue ink)	
Place of Signature (City & State)	
Date	

**(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 Consultant (ASC) will be expected to sign. The actual agreement will have to include elements of the ASC’s bid response, any negotiated conditions, the statement of work, performance periods, consultant information, compensation, and any updated to comply with law, regulation, or policy. Should the ASC refuse to sign the WSPRC drafted contract the ASC will be disqualified.



## Professional Services Contract – Parks Number: PSA «ContractNumber»

### Washington State Parks and Recreation Commission and «ContractorConsultantName»

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

#### «ContractorConsultantName»

Location: «PhysicalAddress», «PhysicalCity» «PhysicalState» «PhysicalZipCode»

Phone: «PhoneNumber»

Email: «EmailAddress»

Federal TIN: «FederalID»

WA State UBI Number: «UBINumber»

#### 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. This contract was procured through the Direct Buy process.

#### PURPOSE

This project involves [insert very short description of the contract work].

#### SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the State Parks and the Contractor, and specific obligations of both parties.
- B. The Contractor will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below [or as set forth in the Scope of Services, attached and made part of this agreement as Attachment A]:

[Insert Scope of Work Here]

#### PERIOD OF PERFORMANCE

The period of performance under this contract will be from the date of execution through «OriginalExpirationDate», unless otherwise amended in writing.

#### COMPENSATION

Total compensation payable to Contractor for satisfactory performance of the work under this contract shall not exceed «Origcontractamount» («OrigContractAmount»).

#### BILLING PROCEDURES AND PAYMENT

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

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

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

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

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

### **CONTRACT MANAGEMENT**

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

Contractor's representative shall be «FirstName» «LastName», «Title», «PhoneNumber», «EmailAddress».

State Parks' representative shall be «ProjectRepName», «ProjectRepTitle», «ProjectRepPhone», «ProjectRepEmail».

### **INSURANCE**

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

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

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

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

**ASSURANCES**

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

**ORDER OF PRECEDENCE**

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

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Exhibit A – General Terms and Conditions
4. Any other provision or term incorporated herein by reference or otherwise incorporated

**ENTIRE AGREEMENT**

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

**CONFORMANCE**

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

**APPROVAL**

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

**THIS CONTRACT**, consisting of thirteen (13) pages and **one (1) attachment**, is executed by the persons signing below, who warrant they have the authority to execute the contract.

«**CONTRACTORCONSULTANTNAME**»

**WASHINGTON STATE PARKS AND RECREATION COMMISSION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Mark Bibeau  
Chief Financial Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**

**DEFINITIONS**

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

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

**ACCESS TO DATA**

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

**ADVANCE PAYMENTS PROHIBITED**

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

**AMENDMENTS**

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

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

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

**ASSIGNMENT**

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

**ATTORNEYS' FEES**

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

**CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The Contractor will be provided some information to enable it to perform its duties under this contract that may be exempt from disclosure under the Public Records Act, chapter 42.56 RCW,

or other state or federal law. Confidential information may include medical or other personal information; privileged information, and protected work product. The Contractor shall not use, disclose, or share any confidential information provided to it under this Contract for any purpose not directly connected with the performance of its duties under this Contract, except with prior written consent of State Parks, or as may be required by law. The Contractor shall protect such information against disclosure, using the degree of care a reasonable person would use to protect its own confidential or protected information.

### **CONFLICT OF INTEREST**

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

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

### **COPYRIGHT PROVISIONS**

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

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

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

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

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



## **COVENANT AGAINST CONTINGENT FEES**

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

State Parks shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.

## **DISALLOWED COSTS**

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

## **DISPUTES**

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

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

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

## **DUPLICATE PAYMENT**

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

## **GOVERNING LAW**

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

## **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or

expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

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

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

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

### **INDEPENDENT CAPACITY OF THE CONTRACTOR**

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

### **INDUSTRIAL INSURANCE COVERAGE**

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

### **LICENSING, ACCREDITATION AND REGISTRATION**

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

### **LIMITATION OF AUTHORITY**

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

### **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

## **NONDISCRIMINATION**

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

- a. **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- b. **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. **Default.** Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

## **PRIVACY**

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of State Parks or as otherwise required by law.

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

## **PUBLICITY**

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

## **RECORDS MAINTENANCE**

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

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

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

## **REGISTRATION WITH DEPARTMENT OF REVENUE**

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

## **RIGHT OF INSPECTION**

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

## **SAVINGS**

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

## **SEVERABILITY**

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

## **SITE SECURITY**

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

## **SUBCONTRACTING**

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of State Parks. In no

event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

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

### **SUBCONTRACTOR PAYMENTS REPORTING REQUIREMENTS**

This Contract is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises at <https://omwbe.diversitycompliance.com/>. The Contractor and all Subcontractors shall report and confirm receipt of payments made to the Contractor and each Subcontractor through Access Equity. The Contractor may contact [AccessEquity@omwbe.wa.gov](mailto:AccessEquity@omwbe.wa.gov) at OMWBE for technical assistance in using the Access Equity system. User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. The Public Owner reserves the right to withhold payments from the Contractor for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

The Contractor shall:

- a. Register and enter all required Subcontractor information into Access Equity no later than 15 days after the Public Owner creates the Contract Record.
- b. Complete the required user training (two (2) one-hour online sessions) no later than 20 days after the Public Owner creates the Contract Record.
- c. Report the amount and date of all payments (i) received from the Public Owner, and (ii) paid to Subcontractors, no later than \_\_\_\_\_, issuance of each payment made by the Public Owner to the Contractor, unless otherwise specified in writing by the Public Owner, except that the Contractor shall mark as "Final" and report the final Subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Contract, with all payment information entered no later than sixty (60) days after end of fiscal year.
- d. Monitor contract payments and respond promptly to any requests or instructions from the Public Owner or system-generated messages to check or provide information in Access Equity.
- e. Coordinate with Subcontractors, or Public Owner when necessary, to resolve promptly any discrepancies between reported and received payments.
- f. Require each Subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity; (iii) report

payments made to any lower tier Subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and (v) coordinate with Contractor, or Public Owner when necessary, to resolve promptly any discrepancies between reported and received payments.

## **TAXES**

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

## **TERMINATION FOR CAUSE**

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

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

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

## **TERMINATION FOR CONVENIENCE**

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

## **TERMINATION PROCEDURES**

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

State Parks shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by State Parks, and the amount agreed upon by the Contractor and State Parks for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by State Parks, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of

State Parks. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. State Parks may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect State Parks against potential loss or liability.

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

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

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

#### **TREATMENT OF ASSETS**

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

upon completion, termination or cancellation of this contract

F. All reference to the Contractor under this clause shall also include Contractor's employees, agents, or Subcontractors.

**WAIVER**

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

**END OF GENERAL TERMS AND CONDITIONS**

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SAMPLE