



COMPETITIVE SOLICITATION
WITH SUPPLIER DIVERSITY STRATEGY - REQUEST FOR BID PROPOSALS

RFP 325-476 Fort Worden State Park Campus Buildings Appraisal

BRIEF DESCRIPTION: The Washington State Parks and Recreation Commission (State Parks) is soliciting proposals from qualified firms to provide an Appraisal Report of the properties at Fort Worden State Park, property ID Number 101351001 to include seventy-six (76) buildings. The interests to be appraised in the property(ies) shall be: provide a value for the as is fee simple interest of the properties, including site utilities & associated parking for each building.

PRIORITY STATEMENT: Because the contract is estimated to be less than \$150,000, State Parks will award to the lowest responsive and responsible bid from a small or veteran-owned business, unless none of these businesses meet the criteria.

Bids are due: Monday January 6, 2025 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. (PDF scan encouraged). See Section 5.1 – Submission of Responses for expanded details.

Procurement Coordinator: Dolly Gunn, contracts@parks.wa.gov

Email Inquiries to: contracts@parks.wa.gov

- See also (special communication instructions) §2.1, §2.3, §2.4.

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

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

WEBS is the system of record for this competition. Alternatively, you can also access the bid documents for reference purposes at www.parks.wa.gov/contracts by clicking on the State Purchasing link. However, please note that the official channel for notifications and updates is through WEBS and any RFP addenda, amendments or Bidders' questions-&-answers will only be provided to those bidders who have registered with WEBS. Failure to do so may result in a Bidder having incomplete, inaccurate, or otherwise inadequate information.

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

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

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1 INFORMATION ABOUT THE PROCUREMENT

This section describes the purpose of the competitive solicitation and provides information about this procurement, including the potential scope of the opportunity.

1.1 ACQUISITION AUTHORITY

In accordance with RCW Chapter 39.26, the objective of this Request for Proposals (RFP) is to procure the goods and/or services described herein. State agency purchases must follow a competitive solicitation process, ensuring that the contract is awarded to the lowest responsive and responsible bidder.

This process ensures fairness, transparency, and accountability in procurement. By following these guidelines, we seek to obtain the best value for the state while maintaining the integrity of our procurement practices. All bidders must meet specified criteria and demonstrate their ability to fulfill contract requirements. The evaluation will consider both the price and the bidder's ability to perform the contract effectively and efficiently.

1.2 PURPOSE OF THE PROCUREMENT – AWARD A CONTRACT

The purpose of this Competitive Solicitation is to receive competitive bids to evaluate and, as appropriate, award a contract for State Parks. The contract will be to provide an Appraisal Report of the properties at Fort Worden State Park, property ID Number 101351001 to include seventy-six (76) buildings. The interests to be appraised in the property(ies) shall be: provide a value for the as is fee simple interest of the properties, including site utilities & associated parking for each building as shown in Exhibit A and B. Contractor must conclude a specific value for the entire project/campus, in addition to a value range up to 15%. All valuations shall be included in one report, under one cover. In the event that additional buildings are identified and added to the scope of work after the initial contract award, the resultant contract will be amended via negotiation to add the additional buildings.

This document contains a campus map in Exhibit A and a list of campus buildings in Exhibit B.

CONTRACT TERM

This contract is anticipated to be fully completed by June 30, 2025.

State Parks is interested in having the work on this project completed as soon as possible, within three months of contract execution, or sooner.

Any extension shall be for the same terms and conditions as set forth in this Contract and can be extended at the sole discretion of the state. The Contract is subject to earlier termination.

ESTIMATED CONTRACT VALUE

The total value of the services of this contract may not exceed seventy-five thousand dollars (\$75,000.00). Offeror's proposed cost will be evaluated as described in section 4.4.

REQUIREMENTS

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

The Contractor named/listed in the Contract will be the only authorized person to complete the Appraisal Report. No assignment of the Contract shall be allowed.

The Contractor shall email a .pdf (less than 10 MB in size) of the Appraisal Report to the Commission representative and provide one (1) hard copy of an Appraisal Report (as defined by USPAP) valuing the interests described herein in the real properties described above and identified in Exhibit A (map) and Exhibit B (building list).

The Appraisal Report must be completed and delivered to the Commission within three (3) months of the Contractor's receipt of notice to proceed, but sooner if possible.

All contacts for site investigations shall be directed through and made with the Commission representative.

The Commission has identified the following representative responsible for providing information to the Contractor and monitoring the performance of the Contract:

Tanya Moore, Property & Acquisition Specialist
Washington State Parks and Recreation Commission
Real Estate Program

The Contractor shall contact the Commission representative and offer the opportunity to accompany the Contractor on the inspection of the properties.

The Contractor will prepare an Appraisal Report in conformance with the Uniform Standards of Professional Appraisal Practice published by The Appraisal Foundation (USPAP), which includes, but is not limited to, the following:

1. Appraisal report must include a statement of assumptions and limiting conditions. If the Contractor utilizes Extraordinary (Special) Assumptions and/or Hypothetical Conditions, these must specifically be reviewed & approved by RCO for compliance with RCO policies.
2. Appraisal report must include consideration of any existing encumbrances that could impact property value. If the Contractor assumes that any encumbrances having a detrimental impact on value will be cleared prior to a sale closing, and would consequently dismiss the value impact, the Contractor must list those encumbrances.
3. Contractor must conclude a specific value in addition to a value range.

INSTRUCTIONS AND SPECIFICATIONS

The purpose of the Appraisal Report is to estimate the current market value of the interests described herein, subject to any outstanding encumbrances, including easements and rights of way for utility lines, roads, ditches, dikes, etc. The Appraisal Report shall be utilized to provide a sound basis on which to base future planning and development projects. Unless otherwise provided for under the Contract, the Contractor shall adhere to the following instructions:

1. The Contractor shall thoroughly familiarize themselves with the properties as well as other properties in the area that are in the same ownership and may be utilized as an integrated unit. The Contractor shall fully explain any severance damages.
2. The market value estimate for such properties shall include consideration of land and any improvements attached thereto classified as real estate. The Contractor will appraise the properties as if the rights to be obtained were available on the open market. No existing agreements providing options to purchase are to be considered.
3. Sales relied upon for valuation purposes shall be verified with each grantor and/or grantee and physically inspected. Particular attention is to be exercised in determining the validity of the transaction and whether it is an "arm's length" sale. The Contractor will identify and analyze terms and conditions related to each sale whenever possible. Also, the Contractor shall explain reasons for eliminating the consideration of any sales in the vicinity of the properties.
4. The Contractor shall contact the Owners of Record and offer the opportunity to accompany the Contractor on the inspection of the properties. The Contractor shall also contact the Commission representative well in advance of the inspection date to allow him/her the opportunity to be present during said inspection.
5. Valuation shall consider leasehold interests, if any, and the absence or presence of mineral rights, tidelands, and shorelands.
6. Valuation shall consider any rights, title, and interest in and to all trees, crops, oil, gas, sand, gravel, or water rights, if any.
7. Valuation shall consider any rights, title, and interest in and to all easements, rights-of-way and other rights used in connection with said real property(ies), including, but not limited to, maintenance easements, rights to adjacent streets, roads, alleys, and rights-of-way. Specifically, describe the existing physical access to the property and the location of legal access to the public roadway, if known.
8. Any unusual conditions or problems not mentioned in the Contract, but which may be discovered by the Contractor in performance of his/her assignment, shall be explained and considered in the valuation.
9. The Contractor shall follow current professional appraisal practices giving consideration to the three primary approaches to value: cost less depreciation, income and the comparative (market) approach, unless otherwise specified in the Contract. Should any of these approaches to value not be applicable to the assignment, this contractual obligation can be fulfilled by identifying that approach to value together with a brief explanation for its omission (i.e., an appraisal involving land valuation only).

10. It is agreed by Commission and the Contractor that if the Contractor does not timely provide or perform the requirements referred to or listed in this Scope of Work, damage to Commission will result. The damages to the Commission resulting from the same would be difficult or impractical to ascertain. The liquidated damages specified herein represent a good faith effort to quantify the harm that could reasonably be anticipated at the time of the making of the scope of work. The damages provided in this section are just and reasonable. Therefore, Commission and the Contractor agree that if the Contractor does not meet the mutually agreed upon performance or deliverable dates as a result of Contractor's action(s) or failure to act, then there shall be assessed against the Contractor, as fixed and agreed liquidated damages, the sum of One Hundred, and No/100ths Dollars (\$100.00) per day. Commission may, at its discretion, and after notifying the Contractor, withhold the assessed liquidated damages from payments to the Contractor, or invoice the Contractor therefore, in which case the Contractor shall pay said damages within 30 days of the date of invoice. Nothing in this provision shall be construed as relieving the Contractor from performing all requirements in this Scope of Work. Moreover, Commission reserves the right to enforce or to seek other remedies without limitation for failure of the Contractor to perform any contract duty pursuant to this Scope of Work.

11. The Contractor shall email a .pdf of the Appraisal Report and shall deliver one (1) hard copy of the Appraisal Report to the Commission representative. Appraisal Report shall be bound in book fashion on the left margin in a durable cover with an identification of the properties on the cover. The pages shall be numbered consecutively, including all exhibits, and each important heading shall be shown in the table of contents with reference to page number. To provide uniformity for the Commission, the text shall be organized as follows to the extent practicable:

A. Letters of Transmittal.

B. Title Page(s). This shall include:

1. Reference to any contractual arrangements between Commission and Contractor;
2. Project and property identification including county location, address, and tax parcel numbers;
3. Contractor's representative responsible for the appraisal report;
4. Effective date of the appraisal;
5. Property owner's name, addresses and telephone number; and
6. Summary of conclusion of value.

C. Table of Contents.

D. Purpose of Appraisal. Specify the purpose of the appraisal and a definition of the property rights appraised.

E. Property Identification (maps, legal description and surveys). Include maps of the properties and general area, address and legal description. Lengthy legal descriptions may be referenced and included in the addendum. The Contractor shall make a search of county records for any recorded surveys of the property(ies) and abutting properties and shall include those surveys in the Appraisal Report.

F. Photographs. Include photographs showing all sides of any major improvements, any unusual features, and all abutting properties. Photos of all comparable sales shall be included. Except for an overall location view, photographs shall be bound as pages

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- facing the discussion or description which the photographs represent. All graphic material shall include captions.
- G. Area, City, and Neighborhood Data. Keep general social and economic data to a minimum and include only those facts that are considered to be essential in formulating the Contractor's conclusions as to significant trends.
- H. History of Conveyance. Include all property sales and transfers for at least five (5) years preceding the appraisal or the last known conveyance of the properties. For each transaction or transfer, specify the date, principals, and consideration.
- I. Property Data.
1. Site. Describe soil, topography, mineral deposits, easements, etc. If there is any indication that mineral deposits have more than a nominal commercial value, explain.
 2. Hazardous Materials. Explain any indication of hazardous materials either on or abutting the site.
 3. Improvements. Provide a narrative description including dimensions of principal buildings/or improvements.
 4. Equipment. Provide a narrative description including the condition of equipment.
 5. Condition. Evaluate the current condition and relative use and obsolescence of all improvements. Summarize estimated cost to cure any property deficiencies or obsolescence, including the cost to repair or replace improvements as needed to restore the property to a usable condition.
 6. Assessed Value. Include the current assessment and real estate taxes.
 7. Zoning. Describe current zoning and any land use restrictions for the property(ies) and comparable properties and investigate potential rezoning.
- J. Analysis of Highest and Best Use. Determine the highest and best market use that can be made of the properties (including improvements, machinery and equipment where applicable). Base the valuation on this use unless otherwise indicated. In no case shall the properties be appraised for the highest and best use with the value of the improvements added if the improvements do not contribute to the market value of the land under the highest and best use.
- K. Land Value. The Contractor's opinion of the value of the properties shall be based upon its highest and best use, regardless of any existing structures, and shall be supported by confirmed current factual data (sales and offerings) of comparable, or nearly comparable, lands having like optimum uses. The Contractor shall weigh and explain differences to show how they affect the value of the properties being appraised.
- L. Value Estimate. The Contractor shall consider the primary approaches to value listed below, but utilize the most appropriate approach(es) for valuation analysis and provide an explanation of their rationale:

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- Cost Approach. Determine reproduction or replacement cost based on computational data (indicate all data sources). The Contractor shall explain physical deterioration, functional and economic obsolescence in narrative form. (This procedure may be omitted on real and personal property for which only salvage or scrap value is estimated.)
 - Income Approach. Include adequately detailed factual data to support all estimates, including estimated gross rent or income and total expenses including reserves for replacements. Capitalization of net income shall be at the rate prevailing for this type of property and location. Explain the capitalization technique, method, and rate used in narrative form, supported by a statement of sources of rates and factors.
 - Comparative (Market) Approach. Confirm all comparable sales used with the buyer, seller, broker, or other person having knowledge of the price, terms, and conditions of sale. Evaluate each comparable sale with specific explanations and documentation for any value adjustments made in relation to the properties. Explain in detail the reasoning and conclusions behind the final value estimate. For each comparable sale, the Contractor shall provide maps showing the general location, a detailed site plan, and either a recorded survey, assessor's parcel map or plat map. Unless the Contractor is authorized in advance by the Commission's representative, the Contractor shall not use past Commission purchases as a basis for comparative analysis.

1.3 WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES

State Parks will apply the following Washington State procurement priorities and preferences to this Competitive Solicitation which, as set forth in Section 5.3, will impact the evaluation of bids for this Competitive Solicitation:

MANDATORY AWARD TO SMALL OR VETERAN-OWNED BUSINESS: As of April 1, 2023, State Parks is required to award competitively procured services contracts with an initial value less than \$150,000 to the highest-ranked responsive and responsible Small or Veteran-Owned Business, unless there was no responsive and responsible Proposal from a Small or Veteran-Owned Business, per [DES Policy DES-090-06](#), Supplier Diversity section.

Given that the contract is estimated to be less than **\$150,000**, State Parks intends to award a contract to the lowest responsive and responsible bid from small businesses (as defined in RCW 39.26.010(22)(a)) or veteran-owned businesses under RCW 43.60A.190, unless none of these businesses are deemed responsible and responsive to this solicitation.

All bidders must meet specified criteria and demonstrate their ability to fulfill contract requirements. The evaluation process will consider both the price and the bidder's capacity to fulfill the contract effectively and efficiently.

This approach not only supports small and veteran-owned businesses but also aligns with our commitment to supplier diversity and equitable business opportunities. By promoting competitive procurement and prioritizing these businesses, we are fostering a diverse and inclusive marketplace that benefits all involved parties.

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

Include proof of certification issued by the Washington State Department of Veteran Affairs or self-certify as a small business through WEBS at the time of competition. You may also include proof of certification from the Washington State Office of Minority & Women's Business Enterprises (OMWBE). If you are a small business registered in Washington's Electronic Business Solution (WEBS), we will verify your registration to determine eligibility.

2 DEADLINES, PREBID CONFERENCE, QUESTIONS AND PROCUREMENT SCHEDULE

This section identifies important deadlines for this Competitive Solicitation, where to direct questions regarding the Competitive Solicitation, and the process for potential amendments or modifications to the Competitive Solicitation.

2.1 COMMUNICATION REGARDING THIS COMPETITION

All communication should be directed to the State Parks Contracts and Grants Program (CGP) via the Procurement Coordinator's email listed on the face page. Contacting other State Parks staff may result in disqualification. Only responses posted on WEBS are official; all other communications are unofficial and nonbinding. State Parks reserves the right to amend this solicitation.

2.2 PREBID CONFERENCE

Bidders are invited to a virtual prebid conference via Microsoft Teams, where they can ask questions and request changes. Interested bidders must RSVP to contracts@parks.wa.gov by the date specified in Section 2.5 – Procurement Schedule, with the bid identification number and "RSVP" in the subject line (e.g., "**RFP # RSVP**"). A meeting link will be sent the next day. The conference date and time are also in Section 2.5.

Attendees should not display video and keep their microphones muted if not speaking. If the conference fails or you have additional questions, send them by 3 PM (PST) on the same day. Responses will be posted on WEBS. State Parks is not responsible for technical issues or participation failures. Questions raised at the pre-bid conference and during the Q&A period will be answered and responses posted to WEBS. Attendance of the pre-bid is optional, you do not have to attend the pre-bid conference to submit a proposed bid.

State Parks reserves the right to amend and modify this Competitive Solicitation.

2.3 QUESTION AND ANSWER PERIOD

Bidders may ask questions at any time, but responses must be posted on WEBS before the bid's due date to allow bidders to respond. The final day for questions to receive a formal response is in Section 2.5 – Procurement Schedule.

Send questions to contracts@parks.wa.gov with the bid identification number and "Question" in the subject line (e.g., "**RFP # Question**"). Only responses posted on WEBS are official; all other communications are unofficial and nonbinding.

2.4 COMPLAINT PERIOD

Bidders should first address concerns during the Question-and-Answer period. If a complaint is necessary, refer to Section 2.5 – Procurement Schedule for the Complaints Period. Complaints outside this period will not be considered. Send complaints to contracts@parks.wa.gov with the bid identification number and "Complaint" in the subject line (e.g., "**RFP # Complaint**"). Failure to mark correctly may result in the complaint being missed. Responses will be posted on WEBS; only these responses are official.

Bidders must follow these procedures for complaints to be considered. Complaints must be in writing, sent to the Procurement Coordinator before the deadline, to the specified email address, and with the correct subject line. The complaint must state its basis and propose a 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.

2.5 PROCUREMENT SCHEDULE

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

Activity	Due Dates	Time
RSVP Prebid Conference	12/3/2024 See additional details in Section 2.2 – Prebid Conference.	1:00PM
Prebid Conference	12/5/2024 See additional details in Section 2.2 – Prebid Conference	1:00PM-1:30PM
Question Deadline	12/13/2024 See additional details in Section 2.3 – Question and Answer Period.	1:00PM
Answers Posted	No later than 12/18/2024 , anticipated but may take longer. All Answer Responses will be posted on WEBS. See Section 2.3 – Question and Answer Period	
Complaint Period Ends	12/30/2024 See additional details in Section 2.4 – Complaint Period. Complaints received before or after the Complaint period will not be considered.	1:00PM
Bid Due Date	1/6/2025 See also: Section 4 - Responses – Required Content, Format, and Scoring. See also Section 4.1 Checklist of Required Submittals	1:00PM
Oral Presentations	The Oral Presentation criteria and instructions will be provided by email to the short-listed firms, if needed. (OPTIONAL)	
Announcement of Apparent Successful Bidder (ASB)	After the Bid's due date (deadline to submit bid responses) and following the evaluation, the state will Announce the Apparent Successful Bidder (ASB). See additional details in Section 7.1 – Announcement of Apparent Successful Bidder.	
Debriefing of Bidders	The Bidder wanting a Debrief must request a Debrief within three business days following the day of the Announcement of Apparent Successful Bidder (ASB). See additional details in Section 7.3 – Debriefing of Bidders	
Protest	The DEBRIEFED Bidder wanting to submit a protest must submit a Protest within five business days following the day of the Debrief. See additional details in Section 7.4 - Protests	

3 SPECIAL TERMS

This section outlines special terms for this Competitive Solicitation that bidders will need to review and adhere to in order to comply with the requirements.

3.1 ADVANCED PAYMENT PROHIBITION

Payment is based on provided goods and services only, following proper documentation and invoicing. No payment will be made for non-designated goods or services. Per Washington's Constitution Article 8, Section 5, progress payments are allowed, but no payment will be made before work is completed, delivered, and accepted. This includes deposits and security deposits.

3.2 BUSINESS STRUCTURE & EMPLOYEES (Compliance with Law)

State Parks may require proof that your firm is legally licensed and compliant with all business and employee-related laws, including taxes, licenses, and employee insurance, during bid evaluation, contract execution, or the contract's duration. State Parks may contact any necessary entity to validate compliance. Additionally, they may require information verifying your business structure and employment status. Failure to provide timely information may result in bid rejection or contract termination. Non-compliance with laws and regulations may also lead to bid rejection or contract termination. Information is available from state agencies such as the Department of Revenue, Labor and Industries, Secretary of State, and Employment Security Department.

3.3 THE RESULTING CONTRACT AND ITS TERMS AND CONDITIONS

A sample contract is provided at the end of the competition document to help bidders understand State Parks' typical terms and conditions. Any resulting contract will include these terms and conditions. Bidders should review the sample, assess the risks and rewards, and bid accordingly. Selected bidders (Apparent Successful Bidders or ASB) often try to negotiate terms, but such negotiations will likely not be entertained. Bidders should consider all risks when forming their bid response.

Each Bidder's submission of its Response confirms that Bidder's consent to these terms and conditions.

4 RESPONSES - REQUIRED CONTENT, FORMAT, AND SCORING:

This section describes the information required for the Competitive Solicitation and outlines how your bid will be scored. Additionally, bidders must review and adhere to the Competitive Solicitation requirements, including those detailed in the exhibits, which specify the information that must be provided for a bid to be considered responsive.

4.1 CHECKLIST OF REQUIRED SUBMITTALS

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

#	Submittal	Scored by Points and/or Low Price and/or Pass/Fail	For Reference: See Appendix Or Section	Bidder Mark if Provided (failure to provide as instructed may result in bid rejection)
1	Bidder's Certifications (form provided, must be signed)	Pass/Fail	Appendix A, Section 4.2 Section 9.1	
2	Bidder's Profile (form provided)	Pass/Fail	Appendix B, Section 4.3 Section 9.2	
3	Bid Price (form provided)	Up to 40 points	Appendix C, Section 4.4 Section 9.3	
4	Experience and Expertise (self-authored)	Up to 20 points	Section 4.5	
5	Work Plan and Project Schedule (self-authored)	Up to 40 points	Section 4.6	
6	References (form provided)	Pass/Fail	Appendix D, Section 4.7 Section 9.4	
7	Diverse Business Inclusion Plan – Subcontractors (form provided)	Pass/Fail Required if using subcontractors	Appendix E, Section 4.8 Section 9.5	

Total points available are 100, with a minimum of 60 points required for a bid to be considered responsive. If a Washington Small Business or Certified Veteran-Owned Business does not meet the minimum points, the bid will be deemed non-responsive and rejected.

The table serves multiple purposes:

1. Specifies the submittals bidders must provide to State Parks in their bid response.
2. Acts as a checklist to ensure all required materials are included.
3. If State Parks does not provide a form, the bidder must "self-author" a response to fulfill the requirement.

The table also indicates whether submittals will be scored based on points, low price, or pass/fail and provides a courtesy reference linking the submittal to other sections of the document.

General Evaluation Continuum

Bidder demonstrates renowned experience and/or the least or no risk, and/or ideal fit for what is being sought by State Parks (most points)	Bidder demonstrates considerable experience, and/or some minor risk, and/or a close but not ideal fit for what is being sought by State Parks.	Bidder demonstrates solid experience, and/or mild risk, and/or fair fit for what is being sought by State Parks.	Bidder demonstrates adequate experience, and/or medium risk, and/or mediocre fit for what is being sought by State Parks.	Bidder demonstrates limited experience, and/or high risk, and/or poor fit for what is being sought by State Parks. (low points)	Bidder demonstrates no experience, and/or grave risk, and/or a bad fit for what is being sought by State Parks (no points)
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4.2 (APPENDIX A) – BIDDER’S CERTIFICATIONS, ASSURANCES, AND WAIVER

A FORM is provided for this part of your bid response. See APPENDIX A – Bidder’s Certification, Assurances, and Waiver.

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

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

The certification **must** be signed and submitted by a duly authorized representative for the bidder.

4.3 (APPENDIX B) – BIDDER’S PROFILE

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

The Bidder’s Profile provides general information about the bidder and/or its corporate entity. It is important to fully read the Bidder’s Profile, as there may be additional pages that the bidder must self-author and attach, depending on the bidder’s response.

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

Note: The Bidder’s Profile must be complete. Where there are choices, the bidder **must** check a box.

4.4 (APPENDIX C) – BID PRICE

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

The award is made to the responsive and responsible bidder and who has the highest score and the lowest price. See also Section 1.3 Washington State Procurement Priorities and Preferences.

All costs should be rolled in, except for sales tax. The bidder's not-to-exceed amount must factor in all cost drivers such as travel, shipping, packaging, and material costs. Washington State government agencies do pay sales tax, but it should appear separately on the invoice and not as part of the not-to-exceed amount on the Bid Price provided by the bidder.

Failure to identify all costs in accordance with the instructions in this Competitive Solicitation is sufficient grounds for disqualification.

This part of the bid response is **scored up to 60 points** with a pro rata share for higher-cost bids. For example, if three bids are received (A @ \$25, B @ \$26.50, C @ \$50):

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

COST CONTROL: A bid may be deemed non-responsive if it exceeds the average of all other bids by 20%.

Inclusive Pricing: Bidders must identify and include all cost elements in their pricing. If awarded a contract, the total price for the goods and/or services shall be the bidder's price as submitted. Except as provided in the contract, there shall be no additional costs of any kind.

Credit Cards (P-Cards): If awarded a contract, the total price for the goods and/or services shall be the same regardless of whether purchasers make payment by cash, credit card, or electronic payment. The bidder shall bear any processing or surcharge fees associated with the use of credit cards or electronic payment.

4.5 EXPERIENCE AND EXPERTISE

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

- **Title this "4.5 Experience and Expertise".**

The Contractor shall have a minimum of three years of experience and Member Appraisal Institute (MAI) designation. Please provide detailed information about your company's experience and expertise in projects similar to the scope identified in section 1.2 of this solicitation. Please describe experience working with government. Governmental entities often have regulations, processes, or stipulations not common in the private sector.

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

4.6 WORK PLAN AND PROJECT SCHEDULE

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

- **Title this "4.6 Work Plan and Project Schedule".**

Work Plan: Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section must contain sufficient detail to convey to members of the evaluation team the Proposer's knowledge of the subjects and skills necessary to successfully complete the project.

The Proposer may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

Project Schedule: Include a project schedule indicating when the elements of the work will be completed. Project schedule must ensure that any deliverables requested are met.

This part of the bid response is **scored up to 40 points**.

4.7 (APPENDIX D) - REFERENCES

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

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

Bidder must provide at least **Three (3) Reference WITH FRESH ACTIVITY**.

Provide a minimum of three references for similar services, with name, phone number and email.

This part of the bid response is evaluated on a pass/fail basis.

4.8 (APPENDIX E) – DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS

A FORM is provided for this part of your bid response. See APPENDIX E – Diverse Business Inclusion Plan – Subcontractors.

Appendix E – Diverse Business Inclusion Plan - Subcontractor is evaluated on a pass/fail basis.

REQUIRED ONLY if Bidder will be using subcontractors to perform the Contract: This exhibit outlines the inclusion plan for diverse business subcontractors pertaining to the Contract.

5 RESPONSES – PREPARATION, SUBMISSION REQUIREMENTS AND PREFERENCES

This section identifies how to prepare and submit your bid for this Competitive Solicitation. By responding to this Competitive Solicitation and submitting a bid, bidders acknowledge having read and understood the entire Competitive Solicitation and accept all information contained within this Competitive Solicitation.

5.1 SUBMISSION OF RESPONSES

Bids must be complete, legible, signed, and follow all instructions stated in the Competitive Solicitation (including the appendices, and exhibits). Unless otherwise specified in writing by documents included with an electronic bid must be prepared in MS Word, MS Excel, or Adobe PDF. Where required to do so, bidders may sign using either a physical or electronic signature.

Bidder's electronic bid must be emailed to the Procurement Coordinator at the following email address: BidBox@parks.wa.gov. The email subject line should include the bid identification number, "Bid," and your company name (e.g., "**RFP # Bid ACME**"). Ensure the email, including attachments, is less than 30MB. It's recommended to keep it under 25MB. Zipped files are not accepted. All responses and any accompanying documentation become the property of State Parks and will not be returned.

State Parks will send an automatic acknowledgment of bid receipt. This acknowledgment does not determine the bid's responsiveness. If the bidder does not receive an acknowledgment within a reasonable time, it is the bidder's responsibility to contact State Parks for confirmation.

VERIFICATION: Bidders are welcome to contact the State Parks Contracts and Grants Program 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. Send verification requests to:

contracts@parks.wa.gov

The email subject line should include the bid identification number, "Verification," and your company name (e.g., "**RFP # Verification ACME**")

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

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

5.2 RESPONSE LAYOUT REQUIREMENTS

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

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

5.3 WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCE

The following Washington State procurement priorities and preferences apply to this Competitive Solicitation:

WASHINGTON SMALL BUSINESSES AND/OR CERTIFIED VETERAN-OWNED BUSINESSES. In furtherance of Washington's business inclusion goals State Parks will evaluate bids for best value and will provide a bid preference to any bidder who certifies.

- WASHINGTON SMALL BUSINESS. Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, Bidder must meet three (3) requirements:
 - Location. Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.
 - Size. Bidder must be owned and operated independently from all other businesses and qualify as one of the following:
 - Bidder Qualifies as a Small Business – i.e.,
 - Bidder has fifty (50) or fewer employees; or
 - Bidder has an annual gross revenue of less than \$7,000,000 as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three (3) consecutive years.
 - Bidder Qualifies as a Mini business – i.e., Bidder has an annual gross revenue of less than \$3,000,000, but \$1,000,000 or more, as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue.
 - Bidder Qualifies as a Microbusiness – i.e., Bidder has an annual gross revenue of less than \$1,000,000 as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue.
 - WEBS Certification. Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution (WEBS).
- CERTIFIED VETERAN-OWNED BUSINESS. Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:
 - 51% Ownership. Bidder must be at least fifty-one percent (51%) owned and controlled by:
 - (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
 - (b) A person who is in receipt of disability compensation or pension from the department of veterans affairs; or
 - (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.

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- Washington Incorporation/Location. Bidder must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
 - WEBS Certification. Bidder must have certified its Veteran-Owned Business status in Washington's Electronic Business Solution (WEBS).
 - WDVA Certification. Bidder must have provided certification documentation to the Washington Department of Veterans' Affairs (WDVA) and be certified by WDVA and listed as such on WDVA's website (WDVA – Veteran-Owned Businesses)

6 EVALUATION AND AWARD

This section identifies how bids for this Competitive Solicitation will be evaluated.

6.1 BID RESPONSIVENESS

All Responses received by the stated deadline will first be reviewed by the Procurement Coordinator to ensure that the Responses appear to contain the information required in this competition document. Only Bid Responses that meet the requirements will be forwarded for further substantive review. Any Response that does not appear to contain all of the required information or any Bidder who does not meet the mandatory qualifications will be rejected as non-responsive and will be removed from further evaluation. However, the Procurement Coordinator has the right to waive minor informalities, and/or seek clarification if confused provided that neither alters the content of the Response. A bidder's failure to provide requested clarification within five (5) business days may result in disqualification.

State Parks reserves the right to: (1) Waive any informality (State Parks reserves the right to determine the actual level of Bidders' compliance with the requirements specified in this competition and to waive informalities in a bid). An informality is an immaterial variation from the exact requirements of the competition, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured.; (2) Reject any or all bids, or portions thereof; (3) Cancel the Competitive Solicitation and may re-solicit bids; and/or (4) Negotiate with the lowest responsive and responsible Bidder(s) (or Bidder with the most points) to determine if such bid can be improved. If, after a reasonable period of time, State Parks, in its sole judgement, cannot reach agreement on acceptable Contract terms with such bidder, State Parks may suspend negotiations and undertake negotiations with the next highest scored responsive, responsible bidder as determined by the evaluations.

6.2 BIDDER RESPONSIBILITY ANALYSIS

For responsive bids, State Parks must determine whether the bidder is a 'responsible bidder.' In determining bidder responsibility, State Parks must consider the following statutory elements:

- a) The bidder's ability, capacity, and skill to perform the contract or provide the service required;
- b) The bidder's character, integrity, reputation, judgment, experience, and efficiency;
- c) Whether the bidder can perform the contract within the time specified;
- d) The bidder's performance quality pertaining to previous contracts or services;
- e) The bidder's compliance with laws relating to the contract or services;
- f) Whether, within the three-year period immediately preceding the date of the Competitive Solicitation, the bidder has been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW; and
- g) Such other information as may be secured having a bearing on the decision to award the Contract.

See RCW 39.26.160(2)(a)-(g). In addition, State Parks may consider the following:

- Best Value Criteria:

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- a) Whether the bid satisfies the needs of the state as specified in the solicitation documents;
 - b) Whether the bid encourages diverse contractor participation;
 - c) Whether the bid provides competitive pricing, economies, and efficiencies;
 - d) Whether the bid considers human health and environmental impacts;
 - e) Whether the bid appropriately weighs cost and noncost considerations; and
 - f) Life-cycle cost.

See RCW 39.26.160(3)(a)-(f).

- Financial Information: State Parks may request financial statements, credit ratings, references, record of past performance, clarification of bidder's offer, on-site inspection of bidder's or subcontractor's facilities, or other information as necessary to determine bidder's capacity to perform and the enforceability of bidder's contractual commitments. Failure to respond to these requests may result in a bid being rejected as non-responsive.
- References: State Parks reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible.

6.2.1 REJECTED BIDS/BIDDERS & REJECTION NOTIFICATION & REJECTION RESPONSE

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

State Parks will perform a preliminary evaluation which is largely procedural. See Section 6.5.1 - Preliminary Evaluation (Procedural) and all of this section's subparts.

If State Parks determines that a bid or Bidder must be rejected under 6.5.1 and/or subparts, State Parks will send a rejection notification to the email address provided by the Bidder in the Bidder's Profile form (Appendix B). State Parks bears no responsibility for any issue or technological issue preventing actual receipt of the notification to the rejected Bidder.

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

- The Bidder's Rejection Response **must be sent to** contracts@parks.wa.gov.
- Subject line must include the bid's identification number and "Rejection". See the first page or footer for the bid's identification number. (e.g., "**RFP # Rejection**")
- The Bidder must explain how and why State Parks erred in rejecting the Bidder's bid under Section 6.5.1 - Preliminary Evaluation (Procedural).

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

The process detailed in this section does not supersede or displace the DEBRIEF process or PROTEST process. A Bidder may after the Announcement of Apparent Successful Bidder is announced, request a Debrief, and a Debrief is a prerequisite for a Protest. See Section 7.3 – Debriefing of Bidders and Section 7.4 – Protests for expanded details about the process and what State Parks will recognize as legitimate.

6.3 GENERAL EVALUATION PROVISIONS

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

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

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

6.4 EVALUATION OF COMPLETION BY DATE

State Parks reserves the right to require that the Apparent Successful Bidder (ASB) provide within three (3) business days after request, satisfactory evidence of ability to have the services performed and completed by: the timeline indicated in section 1.2. Failure to provide satisfactory evidence may be grounds for submittal rejection.

6.5 EVALUATION STEPS

6.5.1 Preliminary Evaluation (Procedural)

- a) Did the bid response arrive by the due date (deadline) to the proper location? Pass/Fail.
- b) Did the Bidder, on behalf of the Bidder's Firm, appear to bind the company to the commitment of the competition (manifestation of assent)? Pass/Fail. Acceptable manifestations of assent may include:
 - Is the bid signed by an individual (a person and NOT a group or team) electronic, with a wet-ink signature albeit provided as a PDF scan, photo, or other similar visual copy representation?
- c) Did the Bidder appear to provide and complete the information requested? Pass/Fail.
- d) Does the Bidder appear to accept the State Parks terms and conditions without reservation? Pass/Fail.
- e) Does the Bidder, under penalty of perjury, certify it is not a Wage violator (see Certification - Wage Theft Prevention)? Pass/Fail.
- f) Does the Bidder, under penalty of perjury, certify it supports worker's rights (see Certification - Supporting Workers' Rights)? Pass/Fail.
- g) If submittals were required, were the submittals provided and do they appear to be complete so that the bid could be compared to other conforming bids? Pass/Fail.
- h) If any bid is rejected at this stage, send a Rejection Letter to the Bidder's email address provided by the Bidder in Appendix B – Bidder's Profile. See also Section 6.4.1 – Rejected

Bids/Bidders & Rejection Notification & Rejection Response. Allow the Rejection process to run its course and then for all remaining responsive bids, advance the bid(s) to Section 6.7.2 – Substantive Evaluation: Phase 1.

6.5.2 Substantive Evaluation: Phase 1

- a) Preferences and penalties: Preferences and penalties that are required by law, rule, or competition document will be applied to bid pricing. Preference reduces the Bidder's stated price by the amount of the preference and is an advantage to the Bidder. A penalty increases the Bidder's stated price by the amount of the penalty and is a disadvantage to the Bidder. *Preferences and penalties are applied to the pricing for evaluation purposes only but are not applied for purchasing purposes if awarded the contract.*
 - Determine Reciprocity under [RCW 39.26.271](#), [WAC 200-300-075](#), [DES Reciprocity Map \(list\)](#). Determine the business address from which the bid was submitted. Check the DES Reciprocity Map (list) to determine, for evaluation purposes only, if the bid's pricing must be increased or rejected.
 - Determine Polychlorinated Biphenyls (PCB)
- b) If submittals were required, were the submittals provided and were they materially complete so that the material aspects of the bid response can be compared to other conforming bids? Pass/Fail. If a points methodology is being used instead of a pass/fail methodology, then determine the points.
- c) Determine the low bid; use subtotal value. If a points methodology is being used instead of low bid methodology, then determine the points.
- d) References: If not waived by State Parks, do the references reflect good customer service and good product quality, and no meaningful apprehension from using this Firm in the future? Pass /Fail. If a points methodology is being used instead of a pass/fail methodology, waiver is not allowed, State Parks must determine the points.
- e) Responsibility of the Bidder: In determining the responsibility of the Bidder, State Parks may also consider: [RCW 39.26.160 Bid awards—Considerations—Requirements and criteria to be set forth—Negotiations—Use of enterprise vendor registration and bid notification system](#). If considered then Pass/Fail.
- f) Upon determining the lowest priced responsive and responsible Bidder (or responsive and responsible Bidder with the most points), perform the Announcement of ASB UNLESS the Substantive Evaluation: PHASE 2 (optional) is used.

6.5.3 Substantive Evaluation: Phase 2 (Optional)

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

- b) Upon determining the lowest priced responsive and responsible Bidder (or responsive and responsible Bidder with the most points), perform the Announcement of ASB.

6.6 ORAL PRESENTATION (OPTIONAL)

Oral presentations, if deemed necessary by State Parks, may be used to select the winning response. State Parks reserves the right, at its sole discretion, to invite the top-scoring firms from the written evaluation to participate in an oral presentation. The top-scoring firms will be contacted to schedule a date, time, and location for the presentation. All key personnel must participate in the oral presentation. The Procurement Coordinator will reach out to the bidder(s) to arrange a date and time and will provide further instructions. Any commitments made by the Contractor during the oral presentation will be considered binding.

There will be a maximum of 100 points awarded based on bidder’s demonstration. All points will be cumulative. The oral presentation will determine the apparently successful bidder.

6.7 ORAL PRESENTATIONS EVALUATION CRITERIA (OPTIONAL)

Oral Presentation Evaluation Criteria	Maximum Possible Point Total
Organization: - Management Plan	25 points
Project Management: - Project Scheduling	25 points
Expertise - Understanding of this project	25 Points
Experience - Relevant Past Projects	25 Points
TOTAL:	100 Points

Points for Oral Presentation 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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6.8 SELECTION OF APPARENT SUCCESSFUL BIDDER

Note: The Bidder meeting all responsive criteria and having the lowest costs (or, highest final cumulative score) will be selected as the Apparent Successful Bidder (ASB).

State Parks will notify the Apparent Successful Bidder, and the non-successful Bidders, via email to the address provided in the Bidder’s Profile – Appendix B - Primary Contact Person for Questions/Contract Negotiations.

7 ANNOUNCEMENT OF ASB, PUBLIC DISCLOSURE, DEBRIEF, AND PROTESTS

This section provides information about the announcement of the apparent successful bidder, public disclosure, and details the applicable requirements for complaints, debriefs, and protests.

7.1 ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER (ASB)

Following the bid evaluation, State Parks will announce to all bidders the Apparent Successful Bidder (ASB) via email to the address provided in the Bidder's Profile - Appendix B. The Announcement of ASB starts a clock, and it is the bidder's responsibility to provide a working email. State Parks accepts no responsibility for the bidder's actual receipt of the Announcement of ASB.

The Announcement of Apparent Successful Bidder means State Parks currently believes the ASB is the lowest cost responsive and responsible bidder (or the bidder with the most points), but it is not a guarantee of a contract, State Parks Purchase Order, or purchase. State Parks reserves the right to reevaluate the ASB's bid to confirm it is as responsive, responsible, and successful as initially thought. ASBs should not commit funds, resources, or effort before receiving an executed contract and/or State Parks Purchase Order. Any premature action taken before contract execution is at the bidder's own risk and may result in no contract being executed if it causes disruption for State Parks.

Following the announcement of the ASB, bidders may request a debrief conference. The bidder will have a short period to request the debrief conference, which is a mandatory prerequisite for any bidder desiring to protest the award.

7.2 PROCUREMENT RECORDS DISCLOSURE

Procurement records for this competition cannot be released or viewed until after the Announcement of Apparent Successful Bidder (ASB); see Section 7.1 – Announcement of Apparent Successful Bidder. A Bidder may request copies of the competition records, including the solicitation and evaluation documents, or may inspect the competition records.

State Parks has a [Public Records Officer](#) and webpage for this purpose. If you'd like copies of these records, please click on the link(s) below for agency instructions.

- [Public Records Request Info](#)
- [Public Records Center](#)

When completing your request, it is helpful to identify it clearly to avoid delays. The email subject line should include the bid identification number and project name (e.g., "**RFP # Procurement Name**")

7.3 DEBRIEFING OF BIDDERS

Following the Announcement of Apparent Successful Bidder, an unsuccessful bidder may request a debriefing conference. The request for a debriefing conference must be received by the Procurement Coordinator within **three (3) business days** following the day of the Announcement of Apparent Successful Bidder. State Parks will then schedule a debriefing conference to review the bidder's bid (not other bids).

7.3.1 How To Request A Debrief Conference

Requests for debriefs should be addressed to the Procurement Coordinator via email to contracts@parks.wa.gov. The email's subject line must include the competition's number and the word "Debrief." (e.g., "**RFP # Debrief**") Failure to mark the email as instructed may result in the debrief being overlooked or misunderstood.

7.3.2 Debrief Meeting, Discussion, And Delay

Discussion will be limited to critiquing the requesting bidder's response. Comparisons with other responses or evaluations will not be allowed. Debriefing conferences, scheduled for a maximum of 30 minutes, may be conducted in person, via teleconference, or by phone. State Parks intends to hold all debriefings within a few days of the Announcement of Apparent Successful Bidder. The requesting bidder must have a representative available if they are unavailable. Bidders not available for the scheduled debriefing forgo their opportunity for debriefing and filing a protest (see section titled Protests).

7.3.3 Debrief Is A Prerequisite For Protest

A Debriefing Conference is a prerequisite to Protesting the Competition.

7.4 PROTEST

7.4.1 General:

This protest process is not governed by Washington's Administrative Procedures Act (APA), RCW 34.05, and does not confer any additional rights beyond those the bidder already has as a taxpayer. The purpose of this process is to allow State Parks to correct evaluation process errors and problems before a contract is executed.

Only a bidder who has participated in a debriefing conference may file a protest regarding this competition. The bidder must strictly adhere to the protest process outlined herein; failure to do so may result in a summary determination that the protest is without merit, without an opportunity to cure.

7.4.2 Form And Content:

All protests must:

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

7.4.3 Content Limitations:

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

State Parks will summarily reject protests that:

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

7.4.4 Submission Of Protests

All protests must be submitted within five (5) business days after the day of the debriefing conference. Bidders must send all protests to contracts@parks.wa.gov. The email's subject line must include the competition's number and the word "Protest." (e.g., "**RFP # Protest**") Failure to mark the email as instructed may result in the protest being overlooked or misunderstood and not considered. Include the name of the protesting bidder, mailing address, phone number, and the name of the individual responsible for the submission of the protest.

7.4.5 Grounds Which May Be Protested

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

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

- An evaluator's professional judgment on the quality of a response, or
- State Parks' assessment of its own and/or other agencies' needs or requirements, or,
- Issues, concerns, or requests for changes that could have been addressed during the Question-and-Answer Period, Complaint Period, or by a bidder rejected under Section 6.4.1 but failed to use the Rejection Response period timely.

7.4.6 Manager Assignment And Review

Upon receipt of a protest that meets the requirements described herein, a protest review will be held by State Parks. State Parks will assign a Manager who was not involved in the procurement. The Manager is responsible for reviewing and investigating the Bidder's written protest and may meet with agency staff or the agency program that was involved in the competition. The Manager may consider the record and all reasonably available facts and will issue a protest determination in writing within fifteen (15) business days from receipt of the protest. If additional time is needed, the Manager will notify the protesting party of the need for additional time within 15 business days from receipt of the protest.

If the protest affects another Bidder, State Parks may share the protest with them and invite their input.

Standard of Review: The Bidder must clearly and convincingly demonstrate that State Parks erred.

7.4.7 Protest Determinations And Findings

The Manager's protest determination may:

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

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

7.4.8 Agency Decision is final

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

8 ADDITIONAL GENERAL PROVISIONS FOR ALL BIDDERS

This section provides additional information regarding doing business with the State of Washington, including State Parks' efforts to enable Washington's small, diverse, and veteran-owned businesses to compete for and participate in state procurements for goods/services.

8.1 ANNOUNCEMENT AND SPECIAL INFORMATION

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

8.2 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

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

8.3 AMENDMENTS TO THE COMPETITION

State Parks reserves the right to revise this competition. All changes will be made by written competition amendments posted on WEBS and will become part of the competition. In case of conflicts, the most recent document controls. Amendments will consider the overall timeline, and State Parks will determine if extensions are needed. Bidders may only rely on the competition and amendments posted on WEBS. Any other communication, verbal or written, is nonbinding on State Parks.

8.4 RESPONSIVENESS OF BIDDER'S RESPONSE

Each bidder is notified that failure to comply with any part of the solicitation may result in their response being rejected as non-responsive. Rejected responses will not be further evaluated. State Parks will not be liable for any errors or omissions in the bidder's response. Bidders cannot alter their response after the submission deadline.

It is the bidder's responsibility to read, understand, and follow all instructions in the competition documents and any amendments. If a bidder does not fully understand any requirement, they should submit an inquiry to the Procurement Coordinator (see Section 2.3 – Questions and Answer Period). 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 minor irregularity in a response but is not required to do so.

8.5 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 Bidder for clarification of responsive contents if necessary. NOTE: This clarification process is only used to clarify information that was contained within the Response; it is not a means of providing or incorporating new information that was otherwise not initially included. Evaluators have no obligation to seek or request clarification; they may evaluate the response as provided.

8.6 COST OF RESPONSE PREPARATION

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

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

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

8.7 OWNERSHIP OF RESPONSES

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

8.8 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 competition 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.

8.9 INCORPORATION OF RESPONSE IN CONTRACT

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

8.10 STATEWIDE VENDOR PAYMENT REGISTRATION

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

To obtain registration materials go to the Statewide/Vendor Payee Services website at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services> . The registration form has two parts. Part 1 is the information required to meet the above registration conditions. 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.

8.11 WEBS REGISTRATION

Individuals and firms interested in state contracting opportunities with the awarding agency or any state agency should register for competitive solicitation notices at the Washington Electronic Business Solution (WEBS) [WEBS Registration](#). Note: There is no cost to register on WEBS.

8.12 POLYCHLORINATED BIPHENYLS (PCBS) NOTICE

Polychlorinated biphenyls, commonly known as PCBs, have adverse effects on human health and the environment. Accordingly, the State of Washington, through its procurements of goods/services, is trying to minimize the purchase of products with PCBs and to incentivize its contractual vendors to sell products and products-in-packaging without PCBs.

8.13 SMALL AND DIVERSE BUSINESS

State Parks, in accordance with Washington law, encourage small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded bidders. 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 mini businesses 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. OMWBE-Certified firms may provide their certification information on Appendix B – Bidder's Profile.
- **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. The qualification requirements to be a Certified Veteran-Owned Business are set forth in 5.3 Washington State Procurement Priorities & Preference.
- **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. The qualification requirements to self-certify as a Washington Small Business are set forth in 5.3 Washington State Procurement Priorities & Preference.

8.14 ACCESS EQUITY CONTRACT REPORTING

Bidders who are awarded a Contract (i.e., Contractor) pursuant to this Competitive Solicitation and **who utilize subcontractors to perform such Contract** must, as a condition of Contract award, register and report, as Contractor, through Access Equity, Washington's secure online business diversity vendor management system (B2GNow), which is managed by Washington's Office of Minority and Women's Business Enterprises (OMWBE). Accordingly, please note:

- Regardless of whether Contractor previously has registered with B2GNow for any public entity, Contractor must verify that Access Equity has current information.
- During the Contract term, Contractor shall report monthly through Access Equity any payments to subcontractors pertaining to the Contract. Such reporting shall include total payment in dollars made to subcontractors, payment dates, and any additional information required to verify payment to subcontractors.
- Subcontractors must utilize Access Equity to verify such payment information as reported by Contractor.

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- Information regarding Access Equity is available at OMWBE's website: <https://omwbe.wa.gov/>. Online training for Access Equity is available through OMWBE.

8.15 PUBLIC DISCLOSURE & WAIVER OF PROPRIETARY INFORMATION

- See Section 7.2 Public Records Disclosure.
- See Appendix A – Bidder's Certification, Assurances, and Waiver, at subsection S - Bidder's Waiver And Release of Information, Public Disclosure is Authorized and Not Restricted.

8.16 CIVIL RIGHTS COMPLIANCE

The Director of State Parks, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Bidders will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award. 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 Bidder.

9 APPENDICES AND EXHIBITS

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

- Appendix A (Section 9.1): Bidder's Certifications, Assurances, and Waiver (sign and return all pages)
- Appendix B (Section 9.2): Bidder's Profile (return all pages)
- Appendix C (Section 9.3): Bid Price (return all pages)
- Experience and Expertise (Section 4.5) (self-authored)
- Work Plan and Project Schedule (Section 4.6) (self-authored)
- Appendix D (Section 9.4) References (return all pages)
- Appendix E – Diverse Business Inclusion Plan - Subcontractors (Section 9.5) (return all pages)

EXHIBITS

- Exhibit A: Fort Worden Campus Map
- Exhibit B: Fort Worden Campus Building List
- Exhibit C: Contract template

9.1 (APPENDIX A) – BIDDER’S CERTIFICATIONS, ASSURANCES, AND WAIVER

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief that the following are true, complete, correct, and made in good faith:

- a) I/My Firm make the following certifications and assurances as a required element of the proposal (bid response) to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
- b) Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Competitive Solicitation. Bidder further certifies that Bidder’s bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder further certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder further certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a joint bid. Whether done directly or indirectly, communicating bid information with other bidders, collusion, or anti-competitive actions among bidders are prohibited. If there is evidence of such communication, collusion, or anti-competitive activities among bidders, State Parks reserves the right to disqualify such bidders
- c) I/we declare that all answers and statements made in the proposal are true and correct.
- d) 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.
- e) The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by Washington State Parks and Recreation Commission (State Parks) without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
- f) In preparing this proposal, I/My Firm have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity.
- g) I/My Firm understand that State Parks will not reimburse me/my Firm for any costs incurred in the preparation of this proposal. All proposals become the property of State Parks, and I/My Firm claim no proprietary right to the ideas, writings, items, or samples.
- h) Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
- i) I/My Firm agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions (if any), and any other instructions, Terms & Conditions, AND competition amendments to the same. Further:

1. Alterations to State Parks 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 State Parks 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 State Parks, any resulting contract (including any type of order placement) SHALL continue with the altered portions or deviations being ignored in favor of the State Parks 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 State Parks.
 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 State Parks, any resulting contract (including any type of order placement) SHALL continue with the unrequested material being ignored in favor of the State Parks official language. The awarded Contractor understands, agrees, and accepts this provision and SHALL hold harmless and save harmless the State Parks.
- j) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
 - k) I/My Firm grant State Parks the right to contact references, systems, sources, and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this procurement.
 - l) 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.
 - m) Bidder (including Bidder's officers) certifies Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that it is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.
 - n) Bidder certifies 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).
 - o) Bidder complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - p) Bidder certifies No Termination For Default or Cause. Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

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

- q) Bidder certifies, Taxes Paid. Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.
- r) Bidder certifies, Financially Solvent. Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Competitive Solicitation.
- s) 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 State Parks.

- t) 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.

- u) 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.

- v) 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 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.

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

For purposes of this competition document State Parks 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(s), review it, include any other required document, complete where necessary, sign where you need to sign with a pen onto the paper, when you believe your bid response is ready to be submitted to State Parks, **scan it as a PDF file** and attach the file to your business email and send it to State Parks. For expanded details see Section 5.1 – 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 State Parks 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 NAME: _____

Print Name of Bidder – Print full legal entity name of the firm submitting the Bid If Bidder is a sole proprietor, print the full legal name of the individual who is the Bidder submitting the Bid

By: _____

Signature of Bidder’s authorized person

_____ Print Name of person making certifications for Bidder

Title: _____

Title of person signing certificate

Place: _____

Print city and state where signed

Date: _____

9.2 (APPENDIX B) – BIDDER PROFILE

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

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

COMPANY INFORMATION:

(a)	Firm Legal Name*		
	Street Address**		
	Mailing Address		
	City, State, ZIP		
Bidder Organization Type: Check appropriate box	Corporation:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Company (LLC):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:	<input type="checkbox"/>	
	* Note: A sole proprietorship is an unincorporated business owned and run by an individual with no distinction between the business and the owner. It is not a legal entity. It simply refers to a person who owns the business and is personally responsible for its debts and who pays personal income taxes on profits earned from the business. If you are a bidder who operates a business on your own, you automatically are a sole proprietor unless you have adopted a business structure (e.g., corporation, LLC, partnership).		

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

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

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

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

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

(APPENDIX B) – BIDDER PROFILE (return this page)

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

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

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

(h)	Federal Tax Identification Number	
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<p>Is your firm certified as a minority or woman owned business with the Washington State Office of Minority & Women’s Business Enterprises (OMWBE)?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide Bidder’s MWBE certification no.:</p> <p>_____</p>
<p>Is your firm a self-certified Washington State Small Business?</p> <p><i>Note:</i> See 5.3 for criteria to qualify as a Washington State Small Business.</p> <p><i>Note:</i> Regardless of size, a qualifying business must be owned and operated independently from all other businesses. In regard to size, the gross revenue thresholds, as reported on Bidder’s tax returns, are as follows:</p> <ul style="list-style-type: none"> ▪ Microbusiness: Annual gross revenue of less than one million dollars. ▪ Mini business: Annual gross revenue of more than one million dollars, but less than three million dollars. ▪ Small Business: Annual gross revenue of less than seven million dollars over each of the three prior consecutive years. 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide the location for Bidder’s principal place of business:</p> <p>_____</p> <p>Street Address</p> <p>_____</p> <p>City, State, Zip Code</p> <p>If yes, what is your business size (based on annual gross revenue)?</p> <p>Microbusiness <input type="checkbox"/></p> <p>Mini business <input type="checkbox"/></p> <p>Small Business <input type="checkbox"/></p>
<p>Is your firm certified as a Veteran-Owned Business with the Washington State Department of Veteran Affairs?</p> <p><i>Note:</i> See 5.3 for criteria to qualify as a Certified Veteran-Owned Business.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide Bidder’s WDVA certification no.:</p> <p>_____</p>

9.3 (APPENDIX C) – BID PRICE (MUST BE LEGIBLE)

BIDDER:

Instructions:

1. Bidder must complete all columns in the tables below. For any portion that is not applicable, please enter N/A.
2. Bidder must enter a not-to-exceed rate it will charge to perform the services as described in the competitive solicitation. Not-to-exceed rate must include all costs or expenses, excluding travel expenses, necessary to perform the services and will be the maximum allowable rate used in the Contract.

Columns left blank may be deemed non-responsive and will not continue further in the process.

<u>Cost Proposal</u>	
Offerors are to enter the price to complete the work of this RFP, as described in Section 1.2: Purpose of the Procurement. Prices entered here must be all-inclusive, and will be transferred to the resultant contract, if awarded. No additional charges will be allowed. The total cost for completion of all deliverables is the amount that will be evaluated.	
Deliverable	Proposed Cost
Completion of Fort Worden State Park Campus Buildings Appraisals	\$
Total Cost (not to exceed \$75,000): * this is the amount that will be evaluated	\$

COST CONTROL: A bid may be deemed non-responsive if it exceeds the average of all other bids by 20%.

9.4 (APPENDIX D) - REFERENCES (must be legible)

In the Table below the Bidder shall provide three (3) references from customers or businesses, for which the Bidder has provided similar goods and services, and that the Reference can speak to the quality of the Bidder's goods and Bidder's customer service. State Parks reserves the right to request additional references and independently contact anyone that may have knowledge of the Bidder's Firm. Bidder's grant of its Release of Information also authorizes State Parks to firms/parties other than those listed below.

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

(APPENDIX E) - DIVERSITY BUSINESS INCLUSION PLAN – SUBCONTRACTORS

(return this page)

9.5 (APPENDIX E) – DIVERSITY BUSINESS INCLUSION PLAN - SUBCONTRACTORS

DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS FOR BIDDERS WHO PLAN TO UTILIZE
SUBCONTRACTORS TO PERFORM THE CONTRACT, IF AWARDED

Contractor Name: _____

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

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

Anticipated Certified Diverse Business Participation Goals

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

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

Subcontracting Team

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

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

Describe bidder’s plan to meet or exceed bidder’s voluntary diverse business inclusion plan – subcontractors’ goals, including outreach.

(APPENDIX E) - DIVERSITY BUSINESS INCLUSION PLAN – SUBCONTRACTORS

(return this page)

Diverse Expert:

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

Diverse Expert Name: _____

Diverse Expert Contact Information: _____

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

Past Performance

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

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

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

State Parks will review the submitted inclusion plan for genuine efforts.

9.6 (EXHIBIT A & B) – Fort Worden Campus Map

Campus Map



Fort Worden Campus Building List

List of Buildings

BLDG. #	NAME	PHOTO LINK	SQ FT	DATE CONSTRUCTED
1	MUSEUM	Project Data for FortWorden\bl001 (wa.gov)	5,976	1904
3	GARAGE	Project Data for FortWorden\bl003 (wa.gov)	493	1920
4	VACATION HOUSING	Project Data for FortWorden\bl004 (wa.gov)	10,314	1904
5	VACATION HOUSING	Project Data for FortWorden\bl005 (wa.gov)	5,907	1904
6	VACATION HOUSING	Project Data for FortWorden\bl006 (wa.gov)	5,907	1904
7	VACATION HOUSING	Project Data for FortWorden\bl007 (wa.gov)	5,907	1904
8	GARAGE	Project Data for FortWorden\bl008 (wa.gov)	2,340	1922
9	VACATION HOUSING	Project Data for FortWorden\bl009 (wa.gov)	6,464	1905
10	VACATION HOUSING	Project Data for FortWorden\bl010 (wa.gov)	6,464	1905
11	VACATION HOUSING	Project Data for FortWorden\bl011 (wa.gov)	10,314	1905
13	GARAGE	Project Data for FortWorden\bl013 (wa.gov)	1,400	1932
15	VACATION HOUSING	Project Data for FortWorden\bl015 (wa.gov)	5,979	1905
16	VACATION HOUSING	Project Data for FortWorden\bl016 (wa.gov)	14,719	1915
22	ROTHSCHILD HOUSE	Project Data for FortWorden\bl101 (wa.gov)	3219	1868
24	CHAPEL	Project Data for FortWorden\bl024 (wa.gov)	3,286	1941
25	THEATER	Project Data for FortWorden\bl025 (wa.gov)	4,918	1932
26	MCCURDY PAVILION	Project Data for FortWorden\bl026 (wa.gov)	19,035	1921
200	OFFICE	Project Data for FortWorden\bl200 (wa.gov)	11,223	1908
201	MUSEUM	Project Data for FortWorden\bl201 (wa.gov)	19,344	1904
202	PENINSULA COLLEGE	Project Data for FortWorden\bl202 (wa.gov)	19,344	1904
203	DORMITORY	Project Data for FortWorden\bl203 (wa.gov)	19,344	1904
204	CONFERENCE CENTER BUILDING	Project Data for FortWorden\bl204 (wa.gov)	21,024	1904
205	CORVIDAE PRESS	Project Data for FortWorden\bl205 (wa.gov)	7,035	1904
210	DINING & MULTI FACILITY	Project Data for FortWorden\bl210 (wa.gov)	18,000	2004
221	LAUNDROMAT/ HOUSEKEEPING	Project Data for FortWorden\bl221 (wa.gov)	1,040	1941
223	CENTRUM CONF CNTR BLDG	Project Data for FortWorden\bl223 (wa.gov)	4,160	1904
225	DORMITORY	Project Data for FortWorden\bl225 (wa.gov)	39,201	1908
235	BLISS VISTA - VACATION HOUSING	Project Data for FortWorden\bl235 (wa.gov)	861	1917
245	Vacation Rental HOUSING	Project Data for FortWorden\bl245 (wa.gov)	2,826	1898
246	JFK MULTI-PURPOSE BUILDING	Project Data for FortWorden\bl246 (wa.gov)	4,100	1941
255	PROGRAM HOUSING	Project Data for FortWorden\bl255 (wa.gov)	1,040	1941
256	PROGRAM HOUSING	Project Data for FortWorden\bl256 (wa.gov)	1,125	1941
259	PROGRAM HOUSING	Project Data for FortWorden\bl259 (wa.gov)	1,040	1941
260	PROGRAM HOUSING	Project Data for FortWorden\bl260 (wa.gov)	1,125	1941
261	PROGRAM HOUSING	Project Data for FortWorden\bl261 (wa.gov)	1,125	1941
262	ADMINISTRATION BUILDING	Project Data for FortWorden\bl262 (wa.gov)	1,040	1941
269	GARAGE	Project Data for FortWorden\bl269 (wa.gov)	240	1932
270	Vacation Rental HOUSING	Project Data for FortWorden\bl270 (wa.gov)	1,665	1904
272	YOUTH HOSTEL	Project Data for FortWorden\bl272 (wa.gov)	4,800	1941
275	PROGRAM HOUSING	Project Data for FortWorden\bl275 (wa.gov)	4,800	1941
277	VACATION HOUSING	Project Data for FortWorden\bl277 (wa.gov)	4,800	1941
296	AUTO SHOP	Project Data for FortWorden\bl296 (wa.gov)	2,821	1941
297	CONFERENCE BUILDING	Project Data for FortWorden\bl297 (wa.gov)	972	1960

298	CONF BUILDING (OLD HOSPITAL)	Project Data for FortWorden\bl298 (wa.gov)	20,608	1904
300	INT CENT/ GIFT SHOP (OLD JAIL)	Project Data for FortWorden\bl300 (wa.gov)	3,668	1904
304	WOODWORKING SCHOOL	Project Data for FortWorden\bl304 (wa.gov)	9,240	1941
305	CENTRUM MAIN BLDG	Project Data for FortWorden\bl305 (wa.gov)	18,720	1904
306	NORTHWIND ART	Project Data for FortWorden\bl306 (wa.gov)	4,798	1910
308	NORTHWIND ART	Project Data for FortWorden\bl308 (wa.gov)	2,505	1905
309	GAS STATION	Project Data for FortWorden\bl309 (wa.gov)	210	1920
310	GYM - MADRONA MIND & BODY	Project Data for FortWorden\bl310 (wa.gov)	6,044	1908
313	COPPER CANYON PRESS	Project Data for FortWorden\bl313 (wa.gov)	2,220	1905
315	WOODWORKING SCHOOL	Project Data for FortWorden\bl315 (wa.gov)	4,356	1907
324	NORTHWIND ART	Project Data for FortWorden\bl324 (wa.gov)	3,045	1909
325	VACATION HOUSING	Project Data for FortWorden\bl325 (wa.gov)	1,216	1905
326	USO MULTI-USE BUILDING	Project Data for FortWorden\bl326 (wa.gov)	5,395	1941
331	VACATION HOUSING	Project Data for FortWorden\bl331 (wa.gov)	4,505	1909
332	VACATION HOUSING	Project Data for FortWorden\bl332 (wa.gov)	4,505	1905
333	VACATION HOUSING	Project Data for FortWorden\bl333 (wa.gov)	4,505	1904
334	VACATION HOUSING	Project Data for FortWorden\bl334 (wa.gov)	4,505	1904
335	VACATION HOUSING	Project Data for FortWorden\bl335 (wa.gov)	4,505	1909
336	VACATION HOUSING	Project Data for FortWorden\bl336 (wa.gov)	2,101	1909
352	STAFF HOUSING	Project Data for FortWorden\bl352 (wa.gov)	4,505	1915
353	VACATION HOUSING	Project Data for FortWorden\bl353 (wa.gov)	4,505	1915
356	STORAGE	Project Data for FortWorden\bl356 (wa.gov)	4,154	1921
357	STORAGE	Project Data for FortWorden\bl357 (wa.gov)	2,072	1921
358	GARAGE AT BLDG 352	Project Data for FortWorden\bl358 (wa.gov)	227	1920
364	STORAGE	Project Data for FortWorden\bl364 (wa.gov)	724	1907
365	STORAGE	Project Data for FortWorden\bl365 (wa.gov)	5,000	1920
372	TEAMSTER QUARTERS	Project Data for FortWorden\bl372 (wa.gov)	7,872	1910
398	MAINTENANCE SHOP - New	Project Data for FortWorden\bl398 (wa.gov)	4,890	2018
409	THEATRE/STORE HOUSE	Project Data for FortWorden\bl409 (wa.gov)	2,250	1903
501	CONCESSION	Project Data for FortWorden\bl501 (wa.gov)	1,800	1901
502	MARINE SCIENCE CENTER	Project Data for FortWorden\bl502 (wa.gov)	2,218	1921
503	STORAGE (BEHIND 502)	Project Data for FortWorden\bl503 (wa.gov)	120	1921
532	MARINE SCIENCE CENTER	Project Data for FortWorden\bl532 (wa.gov)	2,735	1943



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

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

ACQUISITION AUTHORITY

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

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

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

SPECIAL TERMS AND CONDITIONS

I. SCOPE OF WORK

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

The Contractor will provide the following services:



II. PERIOD OF PERFORMANCE

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

III. RIGHTS AND OBLIGATIONS

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

IV. COMPENSATION AND PAYMENT

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

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

V. CONTRACT REPRESENTATIVES

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

VI. INTERPRETATION OF CONTRACT

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

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

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

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

Contractor:

State Parks:

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

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

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

By _____

By _____

Title _____

Mark Bibeau,
Title Chief Financial Officer

Date _____

Date _____

UBI No. «UBINumber»

Fed. Tax Id. No. «FederalID»

Approved as to form:

Mike Ferguson /s/
Assistant Attorney General
August 2009

Attachment A GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TREATMENT OF ASSETS –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL TERMS AND CONDITIONS
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