



## NOTICE TO CONSULTANTS REQUEST FOR QUALIFICATIONS (RFQ)

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**RFQ 325-483**

### **Mount Spokane State Park Mountain Bike Trail Modifications - Design**

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**Brief Description:** The Washington State Parks (State Parks) intends to enter into an agreement with a consulting firm experienced with mountain biking trail design and capable of creating 100% bid ready construction documents based on the recommendations outlined in the assessment report suitable for a design bid build (DBB) delivery method. The trail design is specifically for the Upper 290 Mountain Bike Trail at Mount Spokane State Park.

**Submittal due date: Friday January 24, 2024, 5:00pm PST**

**Electronic Submittals Responses:** Submittal responses will only be accepted electronically via email and email attachments, which must be submitted to [BidBox@parks.wa.gov](mailto:BidBox@parks.wa.gov) (pdf preferred). See Section 4.1 – Submission of Responses for expanded details.

**Procurement Coordinator:** Dolly M. Gunn, Contracts Specialist 3  
[contracts@parks.wa.gov](mailto:contracts@parks.wa.gov)

**Email Inquiries to:** [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov)  
See also §2.1, §2.2, and §2.3 for communication instructions

**Washington State's Official Bid Notification System:** Consultants are responsible for properly registering in the Washington's Electronic Business Solutions (WEBS) system, <https://fortress.wa.gov/ga/webs/> and downloading the solicitation document and all appendices and incorporated documents related to this solicitation. WEBS Registration Information can be found here: <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 RFQ documents for reference purposes at [www.parks.wa.gov/contracts](http://www.parks.wa.gov/contracts) by clicking on the State Purchasing link. However, the official channel for notifications and updates is through WEBS system. Any RFQ addenda, amendments, or questions & answers will only be provided to consultants who have registered with WEBS. Failure to do so may result in a Consultant having incomplete, inaccurate, or otherwise inadequate information.

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

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

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# 1 SUMMARY OF OPPORTUNITY

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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

Under the authority granted to the Washington State Parks and Recreation Commission (State Parks) in accordance with Chapter 39.80 RCW, the purpose of this Request for Qualifications (RFQ) is to select a consultant or consultant team for the professional services described herein.

## 1.2 PROJECT DESCRIPTION

The Washington State Parks (State Parks) intends to enter into an agreement with a consulting firm experienced with mountain biking trail design and capable of creating 100% bid ready construction documents based on the recommendations outlined in the assessment report suitable for a design bid build (DBB) delivery method. The trail design is specifically for the Upper 290 Mountain Bike Trail at Mount Spokane State Park.

## 1.3 BACKGROUND INFORMATION

Mount Spokane State Park is Washington State Parks & Recreation Commission's ("State Parks") largest state park at 12,444 acres and contains the largest, in-park trail system at 97.3 miles. The construction of Upper 290 Trail as a downhill directional bike trail was identified in the park's 2014 Trail Plan as a trail to-be-built to "...local mountain bike community preferences." The 1.2-mile trail was constructed with hand tools only and opened to use in 2023.

While the trail is popular and receives consistent use, the current alignment consists of inadequate turning radii, trail intersections that fail to manage downhill speed and soil composed of volcanic ash resulting in excessive erosion, negatively impacting natural resources while also creating a maintenance-intensive trail. To address these issues, State Parks hired a consultant to perform an assessment of the trail and provide recommendations for correction in the Fall 2023. The assessment report (see attached) suggested modifications at several points along the trail that together would address the issues identified above.

## 1.4 SCOPE OF WORK & DELIVERABLES

**Design Development** - In the Design Development Phase, the consultant shall provide those services necessary to provide drawings, and other documents necessary to fix and describe the size and character of the entire project for approval by State Parks utilizing the attached assessment report as a guide. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation. The Design Development phase includes the following:

### **Project Administration**

Services consisting of design development administrative functions including consultation, meetings and correspondence, and progress design review conferences with user agency.

<b>Document Checking</b>	Review and coordination of documents prepared for the project.
<b>Permitting Authority Consulting</b>	None.
<b>Civil/Structural/Site Design</b>	Services consisting of continued development of civil/structural/site schematic design documents.
<b>Scheduling</b>	Services consisting of reviewing and updating previously established schedules for the project.
<b>Cost Estimating</b>	Services consisting of development of a probable construction cost from unit costs of building elements for the project. Parametric costs reflect the level of design elements presented in the design development documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist State Parks with analyzing scope, schedule and budget options to stay within the MACC.
<b>Presentations</b>	Services consisting of appropriate presentation(s) of design development documents by the Consultant to Parks representatives. (Minimal)

**Deliverables:**

- DD cost estimate.
- Electronic copies of all construction documents, bid specifications, and other material.

**Construction Documents** - In the Construction Documents phase, the consultant shall provide the services necessary to prepare Construction Documents consisting of drawings, specifications, and other documents describing the requirements for construction, bidding and contracting for the construction of the project for approval by State Parks from the approved Design Development documents; The Construction Document phase includes the following:

<b>Project Administration</b>	Services consisting of construction documents, administrative functions (including consultation, meetings and correspondence), and progress design review conferences.
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<b>Document Checking</b>	Review and coordination of documents prepared for the project.
<b>Permitting Authority Consulting</b>	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.
<b>Civil/Structural/Site Design</b>	Services consisting of preparation of final civil/structural/site design drawings and specifications based on approved design development documentation required for the project.
<b>Specifications</b>	Services consisting of activities of development and preparation of bidding documents, Conditions of the Contract, Civil specifications, and compilation of the project manual.
<b>Scheduling</b>	Services consisting of reviewing and updating previously established schedules for the project.
<b>Cost Estimating</b>	Services consisting of development of a probable construction cost from quantity surveys and unit costs of construction elements for the project. Parametric costs reflect the level of design elements presented in the Design Development documents, plus appropriate design contingencies. Assist Parks with analyzing scope, schedule and budget options to stay within the MACC.

**Deliverables:**

- One digital copy of the drawings at 30% and 60%.
- Outline specifications at 30% and draft specifications at 60%
- One digital copy of the drawings at 100% stamped and signed by the Engineer of Record.
- Construction Cost Estimates at 30%, 60% and 100%
- Electronic copies of all deliverables (AutoCADD and PDF formats).

**Bidding** - In the Bidding Phase, the consultant, following the State Parks approval of the Construction Documents and the most recent statement of probable construction cost, shall provide those services necessary to assist State Parks in obtaining bids and in awarding and preparing contracts for construction. The bidding phase includes the following:

<b>Bidding Materials</b>	Services consisting of organizing, coordinating, and handling Bidding documents for reproduction, distribution and retrieval, receipt, and return of document deposits.
<b>Addenda</b>	Services consisting of preparation and distribution of Addenda as may be required during bidding and including supplementary drawings, specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.
<b>Bidding</b>	Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents.
<b>Analysis of Substitutions</b>	Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders prior to receipt of bids.
<b>Bid Evaluation</b>	Services consisting of validation of bids, participation in review of bids and alternates, evaluation of bids, and recommendation on award of contract.

**Deliverables:**

- Respond to pre-bid questions and maintain a record of responses as directed by State Parks
- Preparation of drawings details responses or other documents as required for issuance of addenda by State Parks during the bidding period.
- Written documentation regarding evaluation of bids and/or bidder qualifications.

**Construction Contract Administration** - In the Construction Contract Administration (CA) phase, the consultant shall provide services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction. CA shall include:

<b>Project Administration</b>	Services consisting of construction contract administrative functions including consultation, conferences, communications, and progress reports.
<b>Document Checking</b>	Reviewing and checking of documents (required submittals) prepared for the project.

**Construction Administration**

Services consisting of processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents. Distribution of submittals to agency, contractor, and field representatives as required. Maintenance of master file of submittals and related communications.

**Construction Field Observation**

Services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents and preparing related reports and communications. The consultant to chair project meetings.

**Documents**

Services consisting of preparation, reproduction, and distribution of clarification documents and interpretations in response to requests for clarification by contractors or Parks. Preparation and distribution of weekly meeting minutes to the contractor and Parks. Maintenance of records and coordination of communications relative to requests for clarification or information (RFI).

Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted or modified, review of proposals, review and recommend changes in time for substantial completion, assisting in the preparation of modifications of the contracts and coordination of communications, approvals, notifications, and record-keeping relative to changes in the work. Additional fees for changes to the scope of a project shall be negotiated.

**Scheduling**

Services consisting of monitoring the progress of the contractors relative to established schedules and making status reports to the user agency.

**Cost Accounting**

Services consisting of maintenance of records of payments on account of the contract and all changes thereto, evaluation of applications for payment and certification thereof, and review and evaluation of cost



## Project Closeout

data submitted by the contractors for work performed.

Services initiated upon notice from the contractor that the work is sufficiently complete, in accordance with the contract documents, to permit occupancy or utilization for the use for which it is intended, and consisting of a detailed inspection for conformity of the work to the contract documents, issuance of certificate of substantial completion, issuance of a list of remaining work required (punch list), final inspections, receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds, permits, and issuance of final certificate for payment.

### Deliverables:

- Contractor progress payments
- Complete records (hard copy and electronic copies) of all documentation submitted by the Contractor
- Complete records (hard copy and electronic copies) of all documentation prepared by the consultant

## Preliminary Project Schedule

- |  |                           |
|--|---------------------------|
| • Project Kick-Off Meeting               | To be determined (TBD)    |
| • 30% DD                                 | March 20, 2025            |
| • 100% DD                                | May 1, 2025               |
| • 60% CDs (Permit Submittal (if needed)) | June 26, 2025             |
| • 100% CDs                               | July 17, 2025             |
| • Bidding                                | July 31 - August 29, 2025 |
| • Contract Execution                     | Sept. 1 – Sept. 15, 2025  |
| • NTP                                    | Sept. 19, 2025            |

## 1.5 PROJECT ASSUMPTIONS

- All project communication for Parks will be directed through Brian Patnode, PLA, Eastern Capital Region Manager, or designee.
- State Parks will provide Assessment Report.
- State Parks will provide the consultant with Parks standard Division 0 specifications.
- Parks will provide the consultant with Parks standard Division 1 specifications as requested for the consultant's use comment and coordination with the consultant's technical sections.
- All documents will be in State Parks' format and specifications will be in CSI format, per State Parks' standards.
- Contract documents will be for a competitive bid project delivery.

- State Parks will coordinate and obtain archeological investigations and approvals per EO-21-02 as required for work within park boundaries.
- Design meetings will be conducted virtually or at the consultant's engineering offices or other mutually agreeable locations.

#### **1.6 MANDATORY QUALIFICATIONS**

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

- Consultant must have an active professional license in the State of Washington.
- The Consultant must have experience designing downhill mountain bike trails.
- Consultant must be registered to do business in the State of Washington and hold a Universal Business Identifier (UBI) or be able and willing to obtain a UBI.

## 2 DEADLINES, SOLICITATION CONFERENCE, QUESTIONS, AND PROCUREMENT SCHEDULE

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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 SOLICITATION CONFERENCE

Consultants are invited to a virtual solicitation conference via Microsoft Teams, where they can ask questions and request changes.

**Solicitation conference date: Tuesday December 17, 2024, 1:00pm PST**

Consultants interested in joining the solicitation conference must RSVP to [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov) no later than 1:00 pm on **Friday December 13, 2024, 1:00pm PST** with the subject line 'RFQ 325-483 RSVP'. A meeting invite and hyperlink will be sent out approximately one day before the solicitation conference, to the email address that was used to RSVP.

During the solicitation conference, attendees should not display video and keep their microphone muted if not talking. State Parks accepts no responsibility for the quality of the solicitation conference, technological difficulties, or failure to participate in the conference.

### 2.2 QUESTION & ANSWER PERIOD

Consultants may ask questions or request clarifications and changes. State Parks requires time to formulate responses and post them on WEBS equitably, ensuring they occur well before the submission deadline to allow all interested consultants adequate time to prepare informed solicitation responses.

The final day to submit questions for formal answer response via WEBS is:

**Tuesday January 7, 2024, no later than 1:00pm PST**

Questions must be sent to: [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov), with the subject line 'RFQ 325-483 Question'.

Responses, if any, will be posted on WEBS (State of Washington's bid notification system).

**Note:** Only responses posted on WEBS are deemed official. All other communication, whether it be verbal or in writing, are deemed unofficial and nonbinding.

### 2.3 COMPLAINT PERIOD

Prior to submitting a complaint, consultants should first address their concerns during the Question-and-Answer period as described in Section 2.4. If a complaint is still deemed necessary, it must follow the procedures described in this section:

Final date for submitting complaints: **Friday January 17, 1:00pm PST**

Complaints must be sent to: [contracts@parks.wa.gov](mailto:contracts@parks.wa.gov), with the subject line 'RFQ 325-483 Complaint'.

Responses, if any, will be posted on WEBS (State of Washington's bid notification system).

All complaints must be in writing and must be sent to the Procurement Coordinator before the deadline, to the email address above, and using the proper subject line. The complaint must state the basis for the complaint and a proposed remedy.

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

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

**Note:** Complaints that do not follow these procedures will not be considered.

## 2.4 PROCUREMENT SCHEDULE

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

Activity	Due Dates	Time (PST)
RSVP Solicitation Conference	Friday December 13, 2024 See additional details in Section 2.1 – Solicitation Conference.	1:00 pm
Solicitation Conference	Tuesday December 17, 2024 See additional details in Section 2.1 – Solicitation Conference	1:00 – 1:30 pm
Question Period	Through January 7, 2024 See additional details in Section 2.2 – Question and Answer Period.	1:00 pm
Answers Posted	Monday, January 13, 2024 - anticipated but may take longer. All responses will be posted as an amendment on WEBS. See Section 2.2 – Question and Answer Period	
Complaint Period Deadline	Friday January 17, 2024 See additional details in Section 2.3 – Complaint Period. Complaints received before or after the Complaint period will not be considered.	1:00 pm
Consultant’s Response – Deadline	Friday January 24, 2024 See also: Section 4 – Responses-Preparation and Submission Requirements. See also Section 3.1 – Checklist of Required Materials	5:00 pm
Short-Listed firms selected and notified	If the goal of identifying the most qualified firm from the SOQ Evaluation Phase 1 is not met, the evaluation team may consider adding Phase 2: Oral Presentations to the evaluation process. The decision to proceed with Phase 2 will be determined as needed.	
Oral Presentations (if initiated)	If initiated, the Oral Presentation Phase 2 criteria and instructions will be provided by email to the short-listed firms.	

Announcement of Apparent Successful Consultant (ASC)	After the Submittal's due date (deadline to submit submittal responses) and following the evaluation, short-listed selection, or oral presentations (if needed) the state will announce the Apparent Successful Consultant (ASC). See additional details in Section 5.8 – Announcement of Apparent Successful Consultant.
Debriefing of Consultants	Any Consultant wanting a debrief must request it within three (3) business days following the day of the announcement of Apparent Successful Consultant (ASC). See additional details in Section 6.1 – Debriefing of Consultants.
Protest	The debriefed Consultant wanting to submit a protest must submit a protest within five business days following the day of the debrief. See additional details in Section 6.3 - Protests

### 3 RESPONSES - REQUIRED CONTENT

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This section describes the information required for the Competitive Solicitation and outlines how your submittal will be scored. Additionally, consultants 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 submittal to be considered responsive.

#### 3.1 CHECKLIST OF MANDATORY ITEMS

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

- Appendix A, Consultant Profile
- Appendix B, Certifications
- Appendix C, Submittal
- Appendix D, References
- Appendix E, Diverse Business Inclusion Plan

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

#### 3.2 CONSULTANT PROFILE – APPENDIX A

The Consultant Profile provides general information concerning the Consultant and/or its corporate entity. The Consultant must complete all sections and sign where indicated. Signing the Profile indicates the Consultant accepts the terms and conditions of this RFQ. Failure to address all the elements identified in the Profile may result in disqualification.

**Note:** It is important to fully read the Consultant Profile as there are additional pages that the Consultant may have to attach depending on the Consultant's response.

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

#### 3.3 CERTIFICATIONS – APPENDIX B

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

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

#### 3.4 SUBMITTAL – APPENDIX C

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

2.4.1 Methodology: The firm's approach to the work. Including but not limited to:

- A description of the process (including a timeline) the firm intends to follow for the assessment and presentation of the road and parking conditions.

- an outline of the proposed report

(8 pages, maximum)

2.4.2 Experience & Qualifications: The firm's resume – include how your firm meets the mandatory qualifications identified in Section 1.6 (8 pages, maximum)

2.4.3 Management Plan: Describe how subconsultants and team members have worked together on past projects. Provide key staff resumes (2-page maximum for each). Provide a resume for each proposed subconsultant (2-page maximum for each). Provide the name and resume of the person who will be the lead contact for the project. Provide names and resumes for other staff, which includes information on the individual's particular skills related to this project, education, experience, significant accomplishments, and any other pertinent information.

(8 pages, maximum, plus resumes)

2.4.4. OMWBE Certification - Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises if certified minority-owned firm and/or women-owned firm(s) will be participating on this project. See also Section 3.6.

Appendix C – Submittal is evaluated and scored according to the criteria laid out in Section 5.4 SOQ Evaluation Criteria.

### 3.5 REFERENCES – APPENDIX D

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

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

### 3.6 DIVERSE BUSINESS INCLUSION PLAN – APPENDIX E

In accordance with [RCW 39.19.010](#), the State of Washington encourages participation in all of its contracts by OMWBE certified firms.

In accordance with [RCW 43.60A.200](#) and [RCW 39.26.240](#), the State of Washington encourages participation in contracts that are exempt from competitive bidding under [RCW 39.26.125](#) by firms certified by Department of Veteran Affairs.

In accordance with [RCW 39.26.005](#), the State of Washington encourages participation in all of its contracts by Washington small businesses.

All Consultants, including diverse-owned firms, will be required to submit a [Diverse Business Inclusion Plan](#). The Inclusion Plan should demonstrate, in detail, the specific strategies, approaches, and steps your firm will use in seeking to help meet or exceed the state's aspirational diverse business participation goals. Achievement of the goals is encouraged whether directly or through subcontractors.

- 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
- Five percent (5%) Washington Small Businesses self-identified in the Washington Electronics' Business Solution (WEBS) <https://www.des.wa.gov/services/contracting-purchasing/doing-business-state/webs-registration-search-tips>.

The Diverse Business definition includes Washington small business, micro-business, and mini business as defined in RCW 39.26.010, Minority and Women Business Enterprises (M/WBEs) as defined in RCW 39.19 and WAC 326-20, and Veteran-owned businesses as defined in RCW 43.60A.010.

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





## 4 RESPONSES - PREPARATION AND SUBMISSION REQUIREMENTS

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This section identifies how to prepare and submit your response to this competitive solicitation. By responding to this competitive solicitation, consultants acknowledge having read and understood the entire competitive solicitation and accepting all information contained within.

### 4.1 SUBMISSION OF RESPONSES

Consultant responses must be complete, legible, signed, and follow all instructions as stated in the competitive solicitation (including the appendices and exhibits). Unless otherwise specified in writing, documents included with an electronic bid must be prepared in MS Word, MS Excel, or Adobe PDF (or similar representations that maintain bookmarks and hyperlinks). Where required to do so, consultants may sign using either a physical or electronic signature.

Consultant's electronic bid must be emailed to the Procurement Coordinator at the following email address: [BidBox@parks.wa.gov](mailto:BidBox@parks.wa.gov). The email subject line should include the submittal identification number, "Submittal", and your company name (e.g., "RFQ # Submittal 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 submittal receipt. This acknowledgment does not determine the submittal's responsiveness. If the consultant does not receive an acknowledgment within a reasonable time, it is the consultant's responsibility to contact State Parks for confirmation.

It is State Parks' expectation that the Consultant's submittal response email will contain an attachment with all of the required documents, including any required signatures.

Late responses will not be accepted and will be automatically disqualified from further consideration.

**Verification:** Consultants are welcome to contact the State Parks Contracts and Grants Program team (CGP) to verify that their submittal 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](mailto:contracts@parks.wa.gov)

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

**Caution:** Submit your submittal response early as a safeguard against any technological slow-down or delays. Submittals 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 will be rejected.**

### 4.2 RESPONSE LAYOUT REQUIREMENTS

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

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

## **5 EVALUATION AND AWARD**

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

### **5.1 DETERMINATION OF RESPONSIVENESS**

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

### **5.2 GENERAL EVALUATION PROVISIONS**

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

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

### **5.3 SELECTION PROCESS**

The selection process includes two potential phases. Phase 1 involves firms submitting their Statements of Qualifications (SOQs), which are scored and ranked based on the evaluation criteria specified in this RFQ. Following this, Phase 2, which is an optional Oral Presentation, may occur at the discretion of the evaluation team. If conducted, the highest-scoring firms from Phase 1, known as Finalists, will be invited to participate. In Phase 2, these Finalists are scored and ranked according to specific evaluation criteria for this phase.

The firm with the highest rank in Phase 2, if it takes place, will be chosen to enter negotiations to provide consultant services for this project. Please note that scores from Phase 1 and Phase 2 are not combined.

Should contract negotiations fail to be completed within a reasonable timeframe after initiation, State Parks may immediately cease contract negotiations and declare the firm with the next highest score as the new apparent most qualified firm and enter into contract negotiations with that firm.

#### 5.4 SOQ EVALUATION CRITERIA (PHASE 1)

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

Evaluation Criteria / Required Material	Maximum Possible Point Total
<b>Appendix A: Consultant Profile</b>	Pass/Fail Basis – no points
<b>Appendix B: Certifications</b>	Pass/Fail Basis – no points
<b>Appendix C: Submittal</b> Methodology: - Demonstrated the Consultant team’s approach to this work.	45 Points
Experience & Qualifications: - Demonstrated experience on similar projects, indicates firm’s expertise design, plan, and oversee program design services.	40 Points
Management Plan: - Demonstrated how subconsultants and team members have worked together on past projects.	15 Points
<b>Appendix D: References</b>	Pass/Fail Basis – no points
<b>Appendix E: Diverse Business Inclusion Plan</b>	Pass/Fail Basis – no points
<b>TOTAL:</b>	<b>100 Points</b>

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

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

## 5.5 ORAL PRESENTATIONS (OPTIONAL)

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

Oral Presentations will occur on a specified date and time, and will consist of 3 periods:

- Firm Presentation Period (maximum 30 minutes)
- Question and Answer (Q&A) Period (maximum 20 minutes)
- Firm Closing Statements (maximum 5 minutes)

## 5.6 ORAL PRESENTATIONS EVALUATION CRITERIA (PHASE 2) — OPTIONAL

State Parks will use the point totals noted below in its evaluation of the oral presentation.

Oral Presentation Evaluation Criteria	Maximum Possible Point Total
Project Approach - Understanding of this project - Challenges & Opportunities	30 points
Project Management: - Scope management - Budgeting and Cost Control - Project Scheduling	30 points
Experience - Relevant Past Projects (firm) - Relevant Past Project (key team members)	20 Points
Organization: - Management Plan - Team Member Qualifications - Capacity/Production Capabilities	20 Points
<b>TOTAL:</b>	<b>100 Points</b>

Points for Oral Presentation will be determined according to the following guidelines, and weighted appropriately:

Consultant demonstrates renowned experience (5 points)	Consultant demonstrates considerable experience (4 points)	Consultant demonstrates solid experience (3 points)	Consultant demonstrates adequate experience (2 points)	Consultant demonstrates limited experience (1 points)	Consultant demonstrates no experience (0 points)
--	--	---	--	---	--

For example, a score of 4 points under Scoring Element #1 is worth 36 out of a possible 45 points; a score of 4 points under Scoring Element #2 is worth 32 out of a possible 40 points, etc.

## 5.7 SELECTION OF APPARENT SUCCESSFUL CONSULTANT

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

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

## 5.8 ANNOUNCEMENT OF APPARENT SUCCESSFUL CONSULTANT

Following the announcement of the ASC, Consultants may request a Debrief conference. The Consultant will have a short period of time to request the Debrief conference.

**Note:** a Debrief conference is a mandatory prerequisite for any Consultant desiring to protest the award.

## 6 DEBRIEF AND PROTESTS

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This section identifies how debriefings and protests for this Competitive Solicitation are processed.

### 6.1 DEBRIEFING OF UNSUCCESSFUL CONSULTANTS

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

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

### 6.2 PROCUREMENT RECORDS DISCLOSURE

A consultant may request copies of the solicitation and evaluation documents or inspect them to assess the efficacy of filing a protest. Such requests must be submitted online to the [State Parks Public Records Center](#). State Parks will respond within five business days of receiving the request.

The requested documents will either be sent to or made available to the requesting Consultant, except for any portions of the documents that have been identified as Proprietary Information. State Parks will follow the process set forth in Section 7.14 Public Disclosure & Proprietary Information, before disclosing any portions of Responses that have been identified as Proprietary Information.

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

### 6.3 PROTESTS

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

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

### 6.4 GROUNDS FOR PROTEST

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

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

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

## **6.5 PROTEST FORM AND CONTENT**

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

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

## **6.6 SUBMITTING A PROTEST**

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

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

subject line must include: RFQ 325-483 - Protest by [your firm's name].

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

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

- a. Find the protest lacking in merit and uphold State Parks' action; or
- b. 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
- c. Find merit in the protest and provide State Parks options which may include:
  - 1) that State Parks correct the errors and re-evaluate all Responses;
  - 2) that State Parks reissue the RFQ document and begin a new process;
  - 3) other courses of action as appropriate.

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

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

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This section identifies additional provisions for this competitive solicitation.

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

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

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

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

## **7.3 AMENDMENTS TO THE RFQ**

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

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

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

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

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

## **7.5 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 the Consultant for clarification of responsive contents if necessary.

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

## **7.6 COST OF RESPONSE PREPARATION**

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

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

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

## **7.7 OWNERSHIP OF RESPONSES**

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



make such disclosure, or (3) lawfully publicly available. Selection or rejection of the offer will not affect this right.

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

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

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

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

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

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

#### **7.11 STATEWIDE VENDOR PAYMENT REGISTRATION**

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

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

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

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

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

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

#### **7.13 SUBCONSULTANT PARTICIPATION MONITORING AND REPORTING**

Once a contract is awarded through the solicitation or proposal process, the awarded Prime Consultant is obligated to complete the vendor registration in Access Equity. Access Equity is a



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

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

#### **7.14 PUBLIC DISCLOSURE & PROPRIETARY INFORMATION**

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

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

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

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

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

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

#### **7.15 CIVIL RIGHTS COMPLIANCE**

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

## **8 APPENDICES and EXHIBITS**

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

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

Appendix B, Certifications (Mandatory - sign and return)

Appendix C, Submittal (Self-authored – Mandatory – sign and return)

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

Appendix E, Diversity Business Inclusion Plan (Mandatory - complete and return)

### **The following Exhibits are for informational purposes and do not need to be returned.**

Exhibit A. Draft/Sample Service Agreement for Apparent Successful Consultant & Upper 290 Trail Assessment Report

## Appendix A - Consultant Profile

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

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

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

#### COMPANY INFORMATION

(a)	Firm Legal Name*			
	Street Address			
	Mailing Address			
	City, State, ZIP			
Consultant 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"/>	
		<b>Note:</b> 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 consultant 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.

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

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

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

## Appendix A - Consultant Profile

(e)	Primary contact person for questions/contract negotiations, including address if different than above	
	Name & Title:	
	Address:	
	Email Address***:	
	Telephone Number for Contact Person	
	Area Code:	Number:

\*\*\* Email Address: The email address provided by the Consultant in subsection (e) will be used for officially contacting the Consultant 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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Consultant is urged to be registered with the Washington State Office of Financial Management as a statewide vendor. **If you do not have a 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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Is your firm certified as a minority or woman owned business with the Washington State Office of Minority & Women's Business Enterprises (OMWBE)?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide Consultant's MWBE certification no.: _____						
Is your firm a self-certified Washington State Small Business?  <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 Consultant's tax returns, are as follows: <ul style="list-style-type: none"> <li>▪ Microbusiness: Annual gross revenue of less than one million dollars.</li> <li>▪ Mini business: Annual gross revenue of more than one million dollars, but less than three million dollars.</li> <li>▪ Small Business: Annual gross revenue of less than seven million dollars over each of the three prior consecutive years.</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>  If yes, provide the location for Consultant's principal place of business:  _____ Street Address  _____ City, State, Zip Code  If yes, what is your business size (based on annual gross revenue)? <table style="margin-left: 20px; border: none;"> <tr> <td>Microbusiness</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Mini business</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Small Business</td> <td><input type="checkbox"/></td> </tr> </table>	Microbusiness	<input type="checkbox"/>	Mini business	<input type="checkbox"/>	Small Business	<input type="checkbox"/>
Microbusiness	<input type="checkbox"/>						
Mini business	<input type="checkbox"/>						
Small Business	<input type="checkbox"/>						
Is your firm certified as a Veteran-Owned Business with the Washington State Department of Veteran Affairs?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide Consultant's WDVA certification no.: _____						

## Appendix A - Consultant Profile

### CONFIDENTIALITY

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

### AUTHORIZED SIGNATURES

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

Signature (individual must be authorized to bind the organization)	
Signature:	Date:
Print Name:	

## Appendix B

Appendix B, Certifications (Mandatory - sign and return)

### **Certifications and Assurances**

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

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

## Appendix B

amendments and if my/my firm's submittal response received by State Parks materially alters or deviates from the competition or competition amendments (if any) then the submittal 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 Consultant Submittal Response: I/my firm understands and agrees that I/my firm shall not and has not supplemented my/my firm's Submittal 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 Consultant understands, agrees, and accepts this provision and **shall** hold harmless and save harmless the State Parks.
12. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
13. I/we grant State Parks the right to contact references and others who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.
14. 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.
15. Consultant'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 submittal 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 submittal response may be publicly disclosed with no advanced notice to the Consultant (me/my firm). The Consultant/awarded Consultant (me/my firm) understands, agrees, and accepts this provision and **shall** hold harmless and save harmless the State of Washington and State Parks.
16. Certification - Wage Theft Prevention:  

Prior to awarding a contract, agencies are required to determine that a Consultant is a 'responsible Consultant.' See RCW 39.26.160(2) & (4). Pursuant to legislative enactment in 2017, the responsible Consultant criteria include a consultant/contractor certification that the consultant/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,

## Appendix B

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.

**17. 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.

**18. 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.

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

I/My Firm certifies under penalty of perjury under the laws of the state of Washington that submission of my/my Firm’s submittal 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 are true and correct.

<b>RFQ 325-483 Mr. Spokane State Park Trail Modifications - Design</b>	
Consultant’s Legal Business Name	
Authorized Signer’s Printed Name	
Consultant’s Wet Signature (blue ink)	
Place of Signature (city & state)	
Date	



## Appendix B

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

See Section 3.4 of this RFQ for details about the information required and guidelines for the Submittal.

## Appendix B

**Appendix C**, Submittal (Self-authored – Mandatory – sign and return)

## Appendix D - References

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

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

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

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

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

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

**Appendix E, Diversity Business Inclusion Plan (Mandatory - complete and return)**

**Prime Consultant Diverse Business Inclusion Plan**

Prime Consultant Name: \_\_\_\_\_

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

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

**Anticipated Certified Diverse Business Participation Goals**

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

Anticipated Certified Diverse Business Participation Goals	Washington State Goals	Consultant-defined Anticipated Percent of Contract Amount (goal)
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:

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**Diversity Expert:**

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

Diversity Expert Name: \_\_\_\_\_

Diversity Expert Contact Information: \_\_\_\_\_

Diversity 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.

**Exhibit A, B** Draft/Sample Service Agreement for Apparent Successful Consultant, Terraflow  
Upper 290 Trail Assessment Report.

# CONSULTANT A/E SERVICES AGREEMENT

Project Location: «LocationName» State Park

Agreement No. AE «ContractNumber»

Project Title: «ProjectName»

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

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

## I. AUTHORIZATION TO PROCEED

Consultant:

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

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

State Parks:

**Washington State  
Parks and Recreation Commission**  
1111 Israel Road SW  
PO Box 42650  
Olympia, WA 98504-2650

(360) 902-8554  
ContractsandProcurement@parks.wa.gov

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

UBI No. \_\_\_\_\_ «UBINumber»

Fed. Tax Id. No. \_\_\_\_\_ «FederalID»

By \_\_\_\_\_

Mark Bibeau,  
Title Chief Financial Officer

Date \_\_\_\_\_

Approved as to form:

James R. Schwartz  
Assistant Attorney General  
July 15, 2016

## II. COMPENSATION SUMMARY

Basic Services Compensation \$ \_\_\_\_\_ «OrigContractAmount»

Additional Services Compensation \$ \_\_\_\_\_

Not to Exceed Agreement Total \$ \_\_\_\_\_ «OrigContractAmount»

### **III. SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE**

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#### **A. Scope of Services**

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

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

#### **B. Schedule of Performance**

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

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

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

#### **C. Additional Services**

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

### **IV. COMPENSATION**

---

#### **A. Basic Services Compensation**

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

#### **B. Additional Services Compensation**

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

Consultant handling fee for sub-consultants is ten percent.

#### **C. Reimbursable Expenses**

1. Travel: Travel within a 50-mile radius shall be considered a Basic Service and is not a reimbursable expense. Travel between a 50 and 350-mile radius may be negotiated as an additional service at not greater than the approved State rate, and must be pre-approved. Any cost reimbursement for travel beyond the 350-mile radius requires written justification and prior approval from State Parks.

2. Miscellaneous, routine overhead expenses incurred in the normal process of performing basic services or authorized additional services such as telephone costs, mail, clerical supplies, computer, copying, fax, transportation, etc. are not



reimbursable.

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

## **V. VOLUNTARY MWBE UTILIZATION**

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### **A. Voluntary MWBE Goals**

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

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

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

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

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

## **VI. CONDITIONS OF THE AGREEMENT**

---

### **A. State Parks Responsibilities**

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

### **B. Consultant's Basic Services**

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

to promptly inform State Parks of any deviations from the schedule.

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

**C. Payments to the Consultant**

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

**D. Successors and Assigns**

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

**E. Non-Discrimination**

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

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

termination, rates of pay or other forms of compensation, and selection for training.

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

#### **F. Termination of Agreement**

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

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

**G. Governing Law**

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

**H. Insurance**

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

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

*Business Auto Policy:* As applicable, the Consultant shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

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

If required, Consultant shall provide Professional Liability (E&O) insurance in an amount not less than \$1 Million per claim or wrongful act and \$2 Million in the policy aggregate on a practice policy to cover the Consultant and its employees. Consultant may choose to provide a project specific policy, in lieu of a practice policy, in which case the insurance shall be in an amount not less than two times the project's Maximum Allowable

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

**I. Indemnification**

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

**J. Disputes**

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

**K. Rights in Data**

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

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

or remove any restrictive markings placed upon the data by the Consultant.

## L. Deliverable Standards

### Drawings:

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

### Specifications:

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

### Engineer's Construction Cost Estimate:

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

**GIS Standards:**

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

1. GIS data is to be provided to State Parks as ArcGIS 10.x file geodatabase format. Shapefiles may also be accepted if requested by consultant and approved by State Parks.
2. Metadata should include explanations of the meaning of all attribute fields, as well as explanations for the meaning of all values in the fields, where appropriate. Metadata should include a short paragraph in the Description field explaining when the data was collected, known limitations, and anything else that would be helpful to a user of the data. Also include contact information with phone number and email address.
3. The standard projection for State Parks is NAD 83 State Plane South, units in feet (NAD\_1983\_HARN\_StatePlane\_Washington\_South\_FIPS\_4602\_Feet). All data must be submitted in this projection.
4. Data representing areal features (for example, wetlands) need to be represented as polygons.
5. All polygonal data shall be topologically checked to ensure that there are no unintended gaps or overlaps between adjoining polygons. This can be done in ArcMap by creating a Topology with the rules "Must Not Overlap" and "Must Not Have Gaps".

**END OF CONDITIONS**

/ / / / /

Dec 4, 2023

Attn: Paul Knowles  
WA State Parks  
East Side Trails Coordinator



## **Synopsis of October 23, 2023 Trail 290 Site Visit**

The day of my site visit was cool and damp with mixed clouds, free of snow but with ample moisture in the soil, an excellent day for a site visit with no other trail users present.

My approach to investigating Trail 290 was to experience the trail in multiple ways and take note of all applicable details that shape a trail experience, i.e. the environment through which the trail passes, original layout and construction methods, intended trail style, intended users, individual features, unique attributes, obvious trouble spots, problem erosion areas and the overall flow and challenge.

My approach to formulating recommendations was to use the observations from the aforementioned list and develop a plan to enhance the positive attributes and minimize the negative attributes of the trail, all within a realistic framework that honors the current route and intent of the original trail builders, enhances the intended rider experience and minimizes long term maintenance.

Investigatory methods included hiking the trail in both directions with special attention paid to soil type, erosion issues and surrounding flora, riding the trail straight through, riding the trail in segments, "sessioning" spots that felt awkward and finally, re-hiking the trail and flagging potential reroutes while reflecting on what I had learned while riding. Grade was measured throughout the trail using an inclinometer. I rode a Specialized Enduro while on-site, assuming that a pedal friendly, long travel enduro bike is likely the most common type of mountain bike ridden on Trail 290. I also rode L'Upper 290, the machine built trail directly below the finish of Trail 290, for reference, with the knowledge that L'Upper 290 is intended to be more "flow" focused than Trail 290.

The following pages detail my observations and recommendations.

Best Regards,

Pete Costain  
Terraflow Trails  
406-261-3943





## **Observations:**

**Soil** - The prevalence of granitic rock is immediately evident at the upper elevations of Mount Spokane, which originated as an intrusion of magma cooled to granite known as a pluton, with large fields of fractured granite scree and boulders. This environment has led to a soil type composed almost entirely of decomposed granite, or DG, a soil type with poor bonding structure when dry. Trail 290 begins at the summit of Mt Spokane where the granite is only modestly broken down, littering the coarse and shallow surface soil with chunky granite shards and blocks. Minimal plant life has broken down the coarse DG at the upper elevations, resulting in a soil type very susceptible to erosion, especially to the type of lateral forces that mountain bike tires impart on a trail tread. Lower down, the DG grains decrease in size thanks to the active root growth and soil holding capabilities of denser forests and undergrowth. Long term mixing with organic compounds from the surrounding vegetation and ash from the 1980 Mt St Helens eruption has resulted in a more diverse, finer grain soil that compacts better within the trail tread and holds up to frictional forces better than the fragile upper reaches. That said, the entire trail is built with some form of DG, and erosion will always play a major role in the long term development and maintenance of Trail 290.

**Forest** - Small forest stands near the summit support subalpine fir and spruce surrounded by open slopes of various types of brush and beargrass. Trail 290 travels through some of these forest stands up high but generally stays out in the open. Lower down, brush becomes much more dense and the trail becomes increasingly forested, with Douglas Fir, Larch, Lodgepole, Hemlock and other species flanking the trail. Numerous downed trees are in various states of decomposition. Many sturdy tree root structures are present in the trail tread, helping guard against erosion.

**Initial Trail Thoughts** - While first hiking Trail 290, the following occurred to me: 1) This is an expert DH trail. 2) Wonder if one can hold speed out of those awkward corner exits. 3) Wow, some of those corners are steep and rutted, especially for a trail that's only been open for months. 4) Some of the upper traverses look like speed/flow killers that would force excessive pedaling. 5) Looks like a fun ride. 6) Builders should have used a mini-excavator in more spots. 7) Mini-ex operators would need to be highly skilled and comfortable in steep, rocky terrain.

**First Ride Thoughts** - Riding the trail straight through for the first time, the following occurred to me: 1) This damp dirt is in far better shape than it would be during the middle of summer. 2) The first left hand turn approach is awkward. 3) The first right hander sets the tone for the rest of the steep, fall away, rutted corners. 4) The chunky surface boulders are a feature, not a bug. 5) The

steep tech sections are fun challenges and should stay as built. 6) Capture berms out of steep tech sections need to be bigger and longer. 7) The big ruts in corners will get much deeper in a short time and will become unrideable without rerouting of some sort. 8) The long wooded traverse of the bottom part of the trail is a great ride but needs some grade reversals for long term erosion mitigation. 9) The last few hundred feet are way too steep and send riders into an intersection with too much speed. 10) Overall, the top half of the trail is an expert level tech trail with elements of flow, while the lower half is a classic intermediate level natural singletrack traverse with decent flow.

**Trail Sessioning Thoughts** - Investigating and sessioning trail segments led me to the following conclusions: 1) Awkward corner exits leading to flatter trail segments force too much pedaling and could be fixed by creating more rounded corner shapes. 2) Many of the steep corners have been built where soil deposits are deep for ease of building, which means that the ruts could become as deep as the soil deposits, i.e. very deep. 3) At a bare minimum, the apexes of many of the corners need to be pushed farther out to minimize grade. 4) Some of the corners need to be doubled up to minimize grade, i.e. two corners become four. 5) Many corner locations are hemmed in by boulder fields, possible springtime hydrological issues, and/or the chairline, complicating corner fixes. 6) Flow can be increased dramatically without sanitizing, or “dumbing down” Trail 290. 7) All surface roots in the tread should be maintained as they are because they play a critical role in holding soil in place, add challenging character and help maintain the health of the surrounding forest.

**Final Observations** - 1) The raw nature of the upper SE slopes of Mt Spokane dictate that Trail 290 remains an expert tech trail. 2) Despite its expert rating, the trail is accessible to adventurous intermediates willing to walk several cruxes. 3) Technicality is of an appropriately aspirational nature, i.e. the most challenging sections are safe environments for riders to enhance their technical skills without risking dangerous exposure. 4) With heavy use, the trail will always suffer the effects of erosion due to the non-binding nature of DG during the hot and dry summer months, but erosion can be minimized with thoughtful rebuilds and enhancement in critical areas. 5) The way Trail 290 begins raw and becomes slowly more friendly works very well for the merge into L'Upper 290 with its larger machine built berms. 6) This trail will get lots of use so making it as bombproof as possible should be the goal. 7) A mini-excavator and skilled operator will be critical in implementing any changes.



## **Recommendations:**

### **General:**

- 1) Create construction documents detailing specific trail modifications, reroutes, methodology and general workflow for Trail 290 improvements.
- 2) Field locate, stake and label work locations within and around the trail corridor.
- 3) Produce an RFP based on the construction documents and field marking, in order to put the project out to public bid.
- 4) Hire an established mountain bike trail building company with operators experienced in operating mini excavators in rugged, exposed, alpine environments.

### **Project Goals:**

- 1) Follow the existing trail route as much as possible.
- 2) Maintain similar character so the trail will feel similar, but better to riders.
- 3) Continue to use entirely local dirt and rock during modification.
- 4) Mitigate current erosion issues.
- 5) Look ahead to minimize future erosion issues.
- 6) Increase flow and exit speed of corners.
- 7) Add bermed turns where necessary to minimize erosion and control speed.
- 8) Enhance flow and speed of flatter technical sections.
- 9) Increase the size of capture berms below technical sections.
- 10) Eliminate excess speed where Trail 290 meets Trail L'Upper 290.

### **Detailed Project Goals:**

- 1) Within the general trail corridor, lessen the overall grade. Existing trail grade averages approximately 14%. Fall away berms are well over 30% grade. Estimated average grade after modifications will be 11-12%, which will allow for bermed corner sequences to stay in the 10-15% range. Overall grade will remain steep, but much of the vertical drop occurs within the technical portions of the trail. Long traversing segments are between 6% and 10%, which is relatively resistant to erosion, especially once water is consciously guided off the trail.
- 2) Keep the majority of the boulder moves and surface roots intact. This will allow riders a very similar experience to the existing trail. The goal, besides minimizing maintenance, is to eliminate “flow killing” segments of the trail. The trail was built with numerous flat to uphill sections after corners, likely in an effort to control speed. Many of the corners, however, are too rutted and steep to maintain speed throughout, and end either too soon or with too small a berm, leaving riders barely moving as they exit corners. This design results in low speed approaches to flat and frequently technical sections between corners, which results in unnecessary pedaling in the midst of what is meant to be a downhill trail. There are also three separate traverse sections that are too flat for the level of raw and rocky terrain present, once again “killing the flow”. With proper excavator manipulation of the rocks in these sections, a raw and rocky pump track experience could be created, maintaining the technical nature of the traverses but giving riders something functionally dynamic to aim for. Many sections of trail will remain untouched.
- 3) Work entirely with locally found materials. This will allow the trail to not only remain familiar, but blend into the surrounding environment in the long run, eliminating the potential to introduce invasive species. Avoiding wooden structures will eliminate future maintenance and safety headaches for land managers. Rock for armoring sections, if deemed appropriate, can be harvested on-site.
- 4) Mitigate the severe erosion issues on the aforementioned steep, fall away hand built corners. The steepest sections of trail are technical chutes comprised primarily of rock, which means that these sections will erode slowly and maintain similar character for years. A few corners are also built largely of rock, so these features also won't erode dramatically, but the steep dirt corners will require minor rerouting along with major excavation and rock placement to build up the berm walls, elevate the lower half of the corners and, most importantly, push the apexes farther out past the fall line. If possible, these corner rebuilds will also involve the establishment of a grade reversal just above the corner in order to

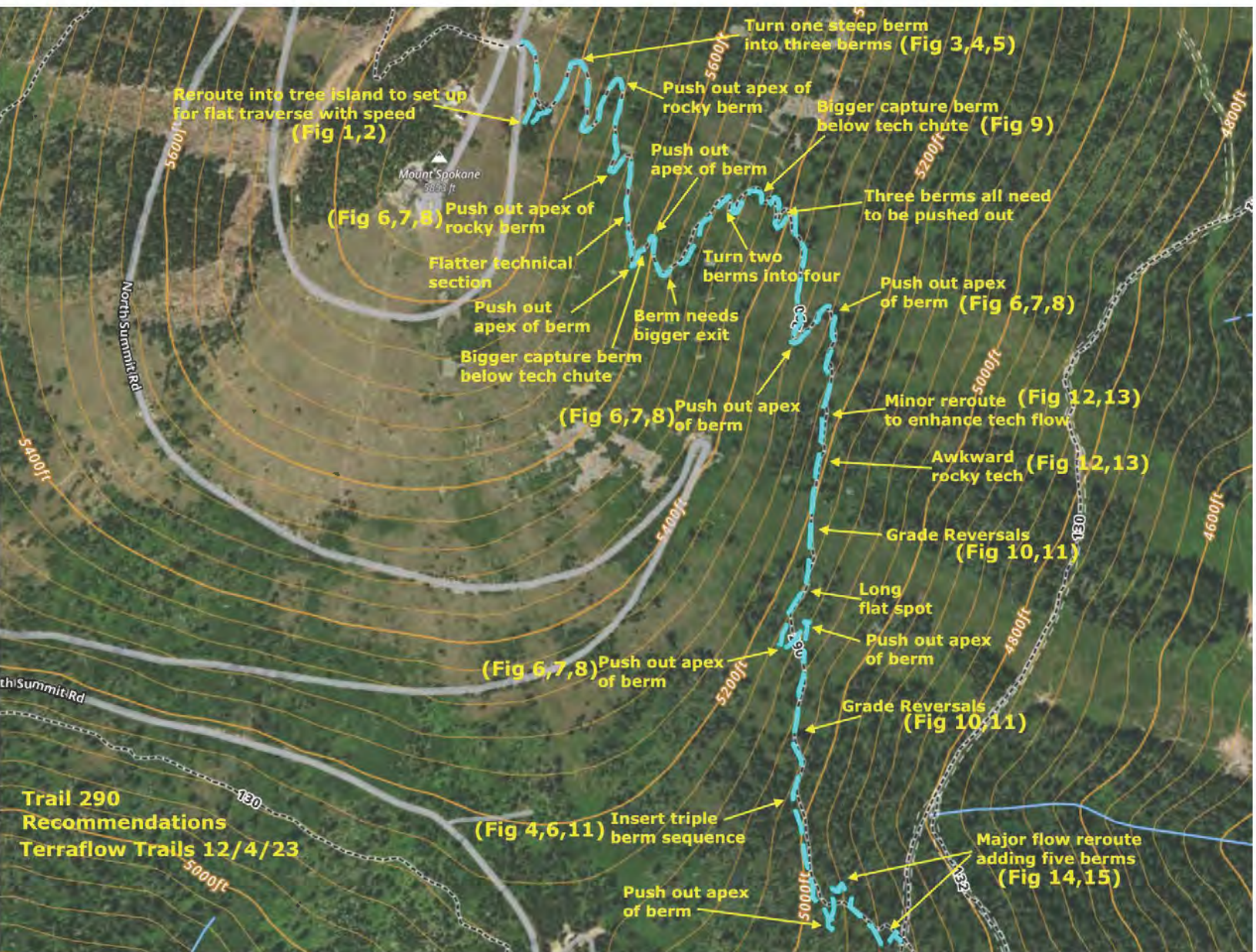
keep water from sheeting into the corner itself. Using large flat boulders as the riding surface in certain corners is another way to mitigate erosion, although this style of corner can take a lot of effort to get right. Two spots have been identified as being so steep and with such dramatic vertical drop as to recommend additional bermed corners.

- 5) Keep potential erosion issues from becoming problems. Future and less obvious erosion issues are easy to ignore on Trail 290 because of the dramatic nature of the eroded corners. Generally, grade reversals should be added wherever possible and appropriate. The longer traverse segments on the bottom half of the trail are the most obvious candidates for grade reversals. Some of the longer open runs have no obvious water shedding for hundreds of feet. Water will leave the tread wherever the trail enters a brief technical woods section, since the roots and rocks will divert water naturally, but the long smooth sections will benefit from long radius grade reversals. Rollers also enhance the flow of a trail.
- 6) Enhance the flow and exit speed of corners. All but one existing corner is recommended for minor to major modification. Fixing the bermed corners as described in (4) above will not only help mitigate erosion, but greatly enhance the overall flow of the trail, eliminating “dead spots” where riders are searching for momentum. A properly shaped berm with a round apex and reasonable grade allows riders to stay off the brakes throughout the turn, using the outward G-forces to remain firmly planted on the riding line of the berm and exit with greater speed.
- 7) Add bermed turns in select spots to help minimize erosion and make a better trail experience. Four locations have been identified which will benefit from adding turns. One location involves a steep fall away right hand turn with room to add two “back and forth” chicane berms, a second location consists of a very steep fall away turn into another that should be rebuilt into four berms, the third is located in the middle of a fast traverse and would involve a long grade reversal leading to three berms where there are currently none, while the final spot is just above the end of the trail. This final location is the biggest reroute of the current trail and takes advantage of great dirt on gentle grades in a beautiful forest and allows the entire exit to be reengineered into a fun, flowy, lower speed section.
- 8) Modify the flatter technical sections for better flow. As mentioned in (2) above, there are three chunky technical trail sections that are very low angle and could benefit from creative manipulation of existing rock to create a minor pumptrack feel. These sections may ride better, however, as the corners above them are rebuilt, allowing for faster entry speeds. These sections should only be modified if the trail above doesn't generate enough speed to comfortably maintain momentum across the flats.

- 9) Create larger, more aggressive “capture berms” below the various rocky chutes along the upper route. Nothing beats the feeling of letting off the brakes in a steep technical zone, knowing that there’s a predictably hefty berm tall enough to grab a skilled rider’s bike and aim it towards the next feature. Capture berms also allow lesser skilled riders to attempt technical chutes that they might otherwise never attempt.
  
- 10) Mitigate exit speed. Currently there are two super steep berms that throw riders into an intersection with more speed than necessary. These two berms will also eventually turn into deep ruts, although they aren’t badly worn yet. As referenced in (7) above, this lower section is part of a 1000 ft reroute of the whole bottom zone. The reroute would take advantage of ideal forest, terrain and soil, and could be the flowiest section of the entire trail, setting up riders into the proper mindset for the next trail.

Please see the attached map and corresponding Figures 1-15 for more detail.









**Figure 1**

**Template for  
first left hander in  
tree island**





**Figure 2**

**Typical berm shape**



**Figure 3**

**Reroute of first  
right hander**

**Big long berm**

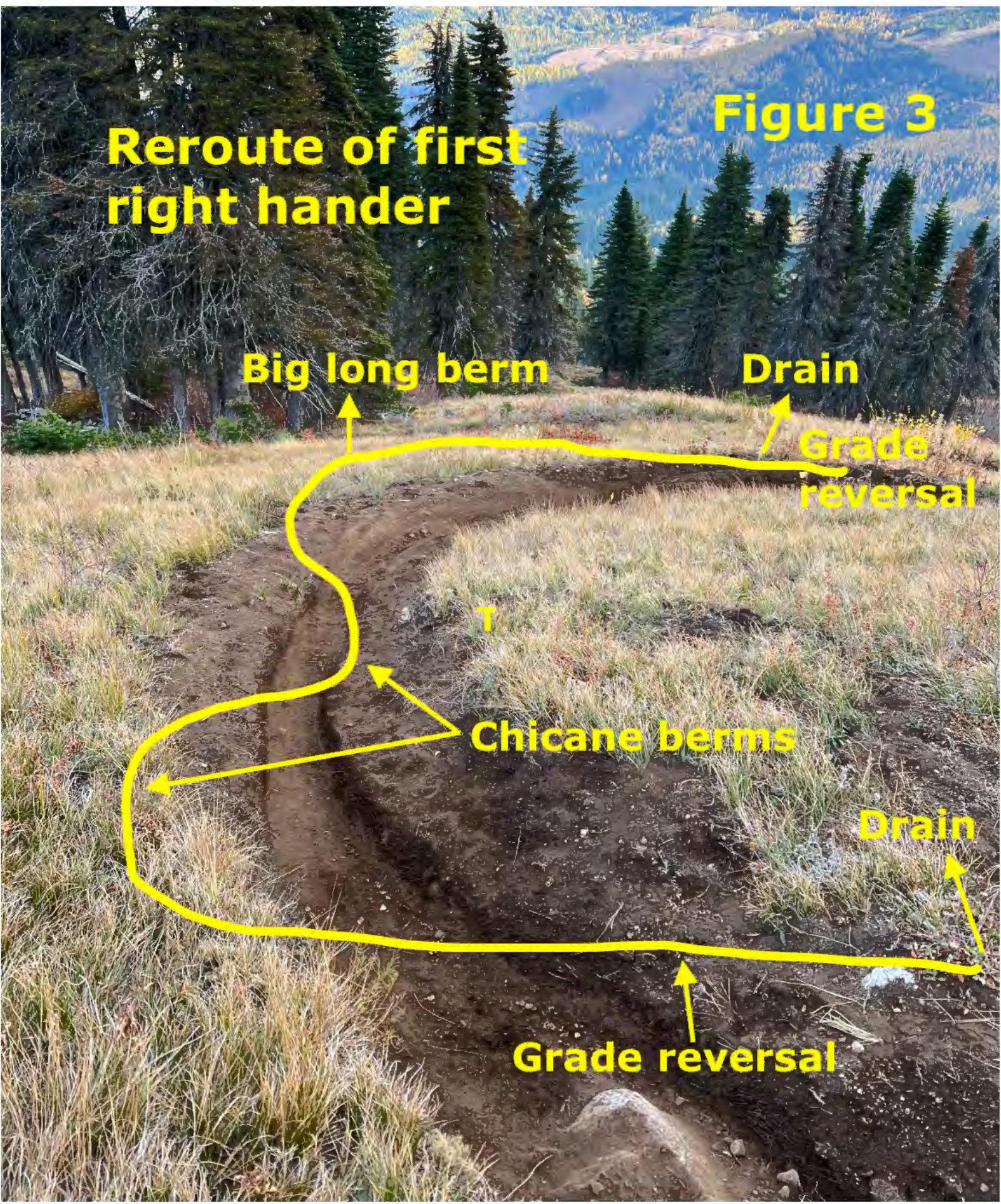
**Drain**

**Grade reversal**

**Chicane berms**

**Drain**

**Grade reversal**





**Figure 4**

**Template for 3 berm  
rebuild of first right**



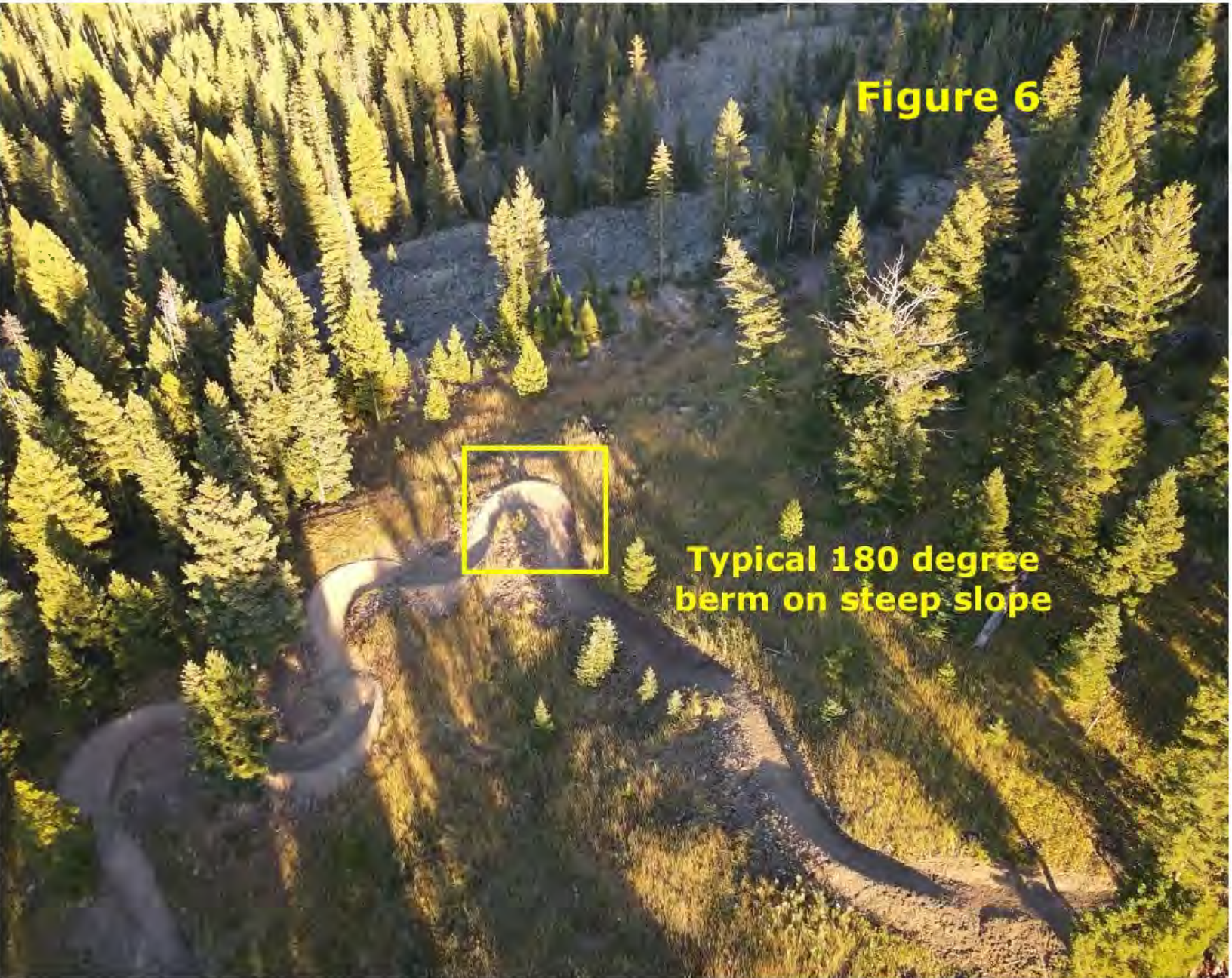


**Figure 5**

**Fall line  
chicane berms  
to control speed**







**Figure 6**

**Typical 180 degree  
berm on steep slope**





**Figure 7**

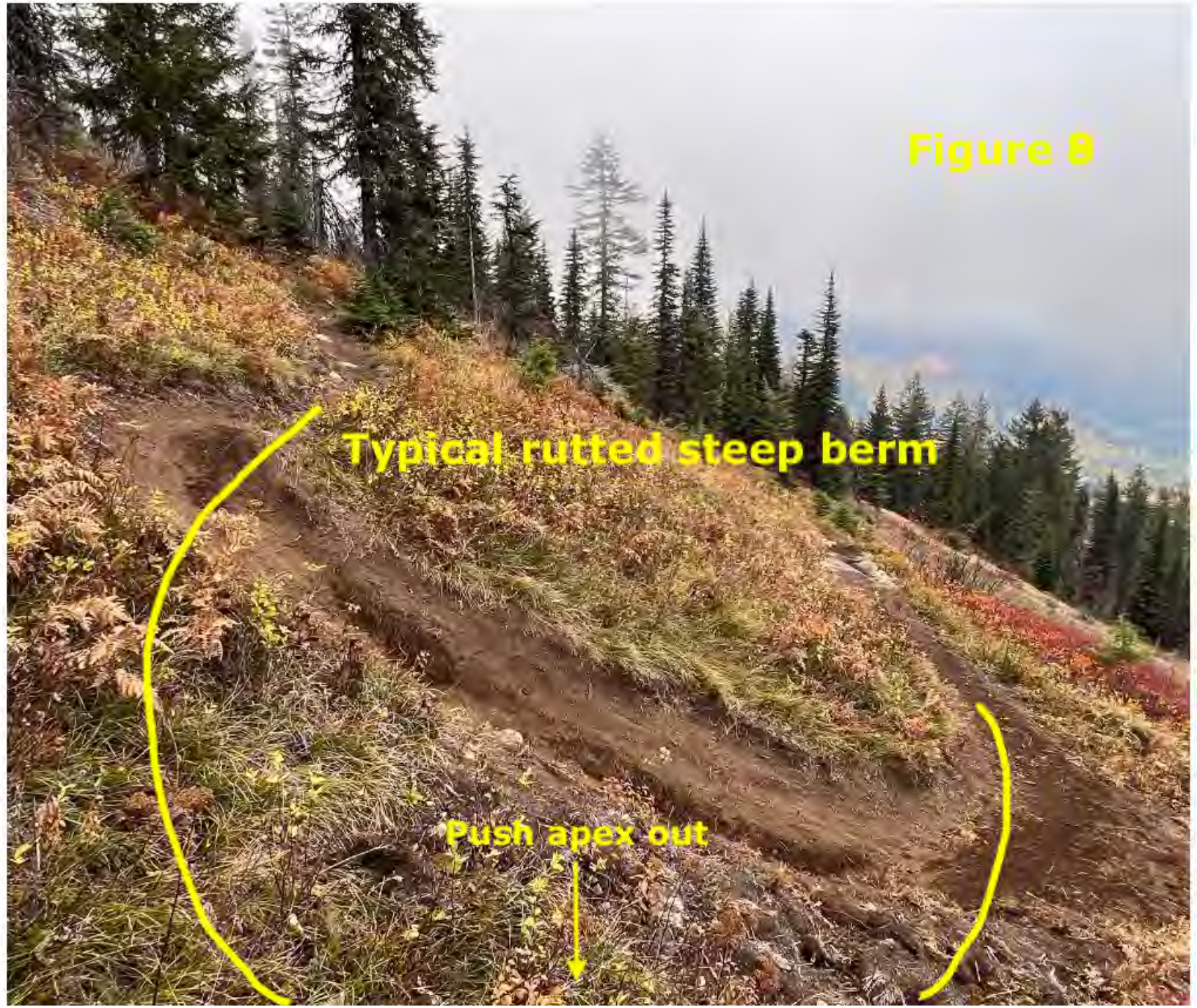
**Typical berm in  
steep rocky terrain**



**Figure 8**

**Typical rutted steep berm**

**Push apex out**



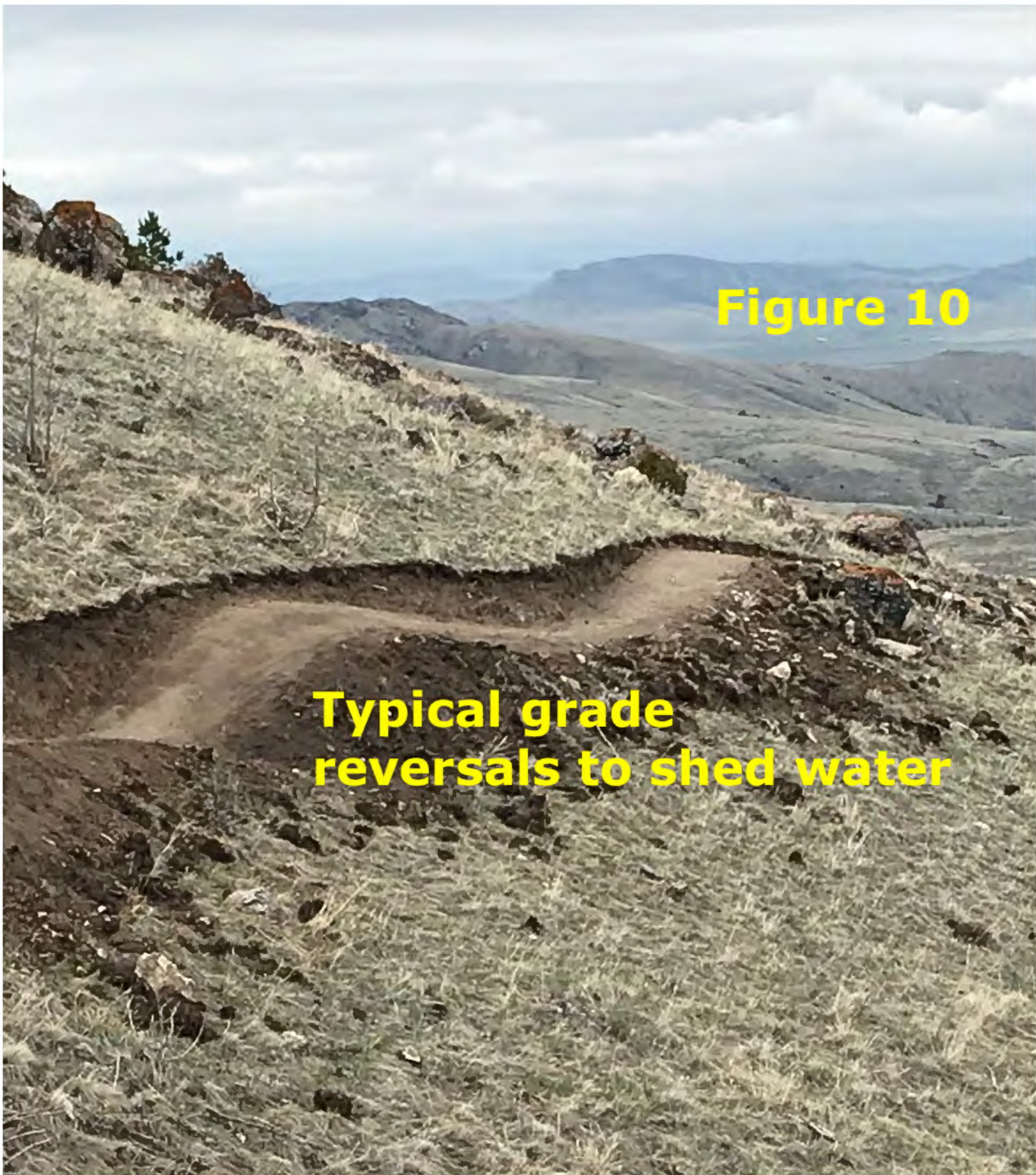




**Figure 9**

**Typical capture berm  
below steep tech**





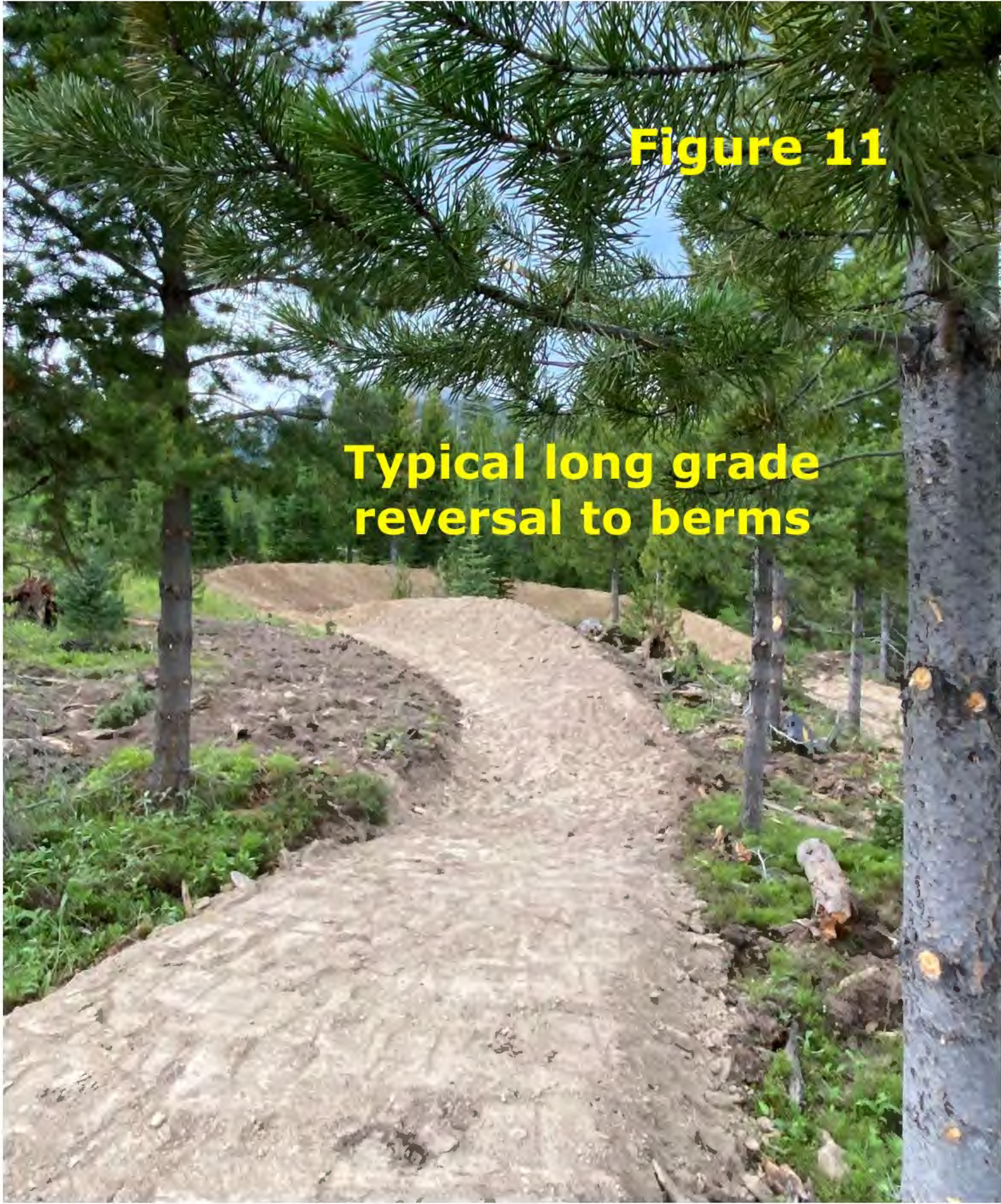
**Figure 10**

**Typical grade reversals to shed water**



**Figure 11**

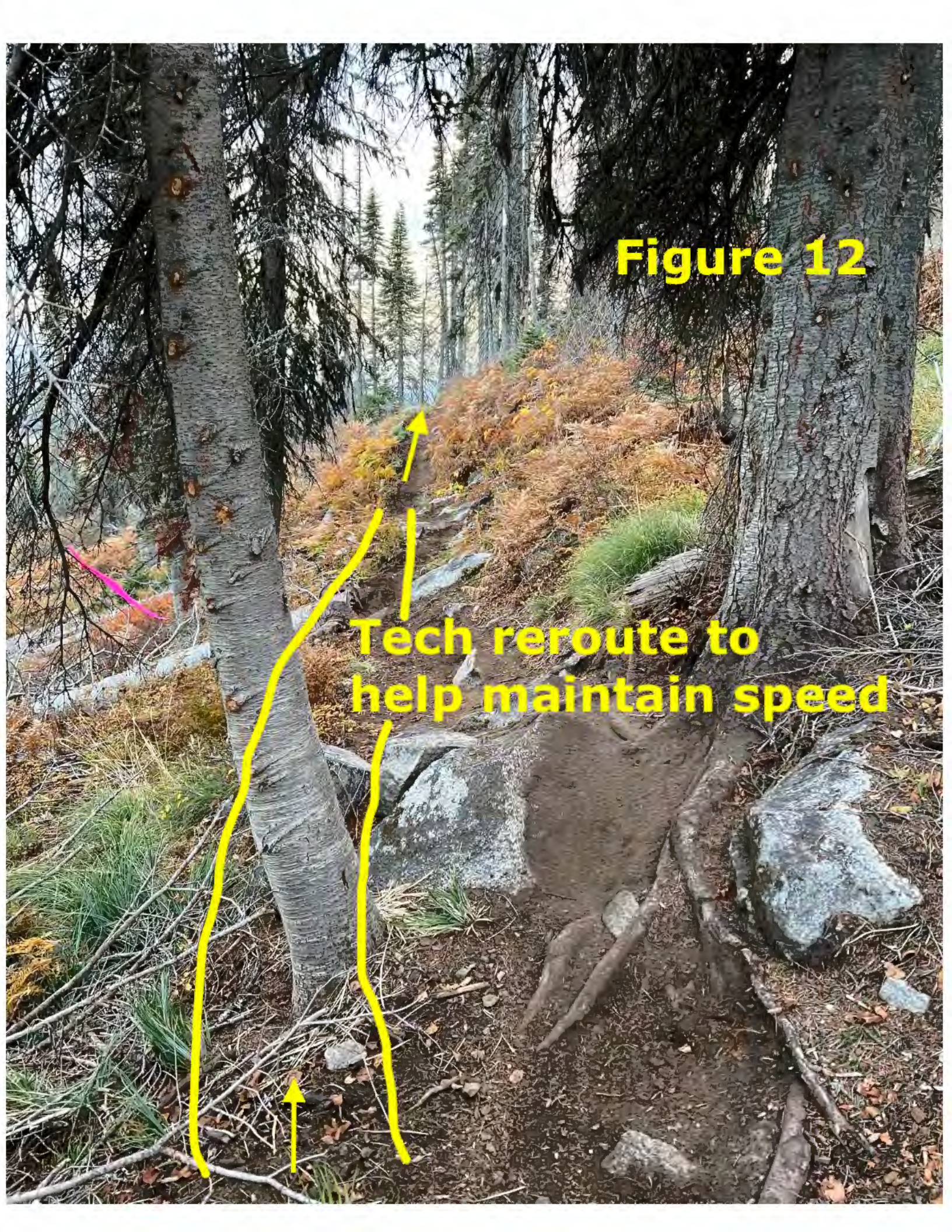
**Typical long grade reversal to berms**





**Figure 12**

**Tech reroute to help maintain speed**





A photograph of a forest trail. The ground is covered in brown mulch and features several large, exposed tree roots that run across the path. There are also some rocks scattered on the ground. The forest is composed of tall, thin trees with green foliage. The lighting is bright, suggesting a sunny day.

**Figure 13**

**High Quality Tech  
Leave roots and rocks  
to hold soil in place**





**Figure 14**

**Existing steep  
exit berm reroute**





**Figure 15**

**Trail to traverse  
and rejoin drawn line**

**Exit Reroute**