



STATE OF WASHINGTON

WASHINGTON STATE PARKS AND RECREATION COMMISSION

1111 Israel Road SW • PO Box 42650 • Olympia, WA 98504-2650 • (360) 902-8500

Internet Address: <http://www.parks.wa.gov>

Date: March 27, 2015

To: Interested Parties

From: Andrew Fielding, RFQQ coordinator

Subject: Statewide Vegetation Management
Request for Quotes and Qualifications

The Washington State Parks and Recreation Commission (Commission) is seeking a Contractor(s) to do vegetation-related maintenance work statewide.

Request for Quotes and Qualifications (RFQQ):

Washington State Parks is seeking a Contractor with expertise in vegetation management maintenance. Work within this on-call contract may include the following types of park related maintenance:

1. Clearing and grubbing of vegetation, downed trees or other debris on state parks property.
2. Hand removal of vegetation including using tool to hand pull weeds.
3. Assisting with forest health activities including hand clearing limbs and vegetation and using wood chippers.

Note: "This project falls under the classification of environmental maintenance and the provisions of RCW 79A.35.130 are applicable to the project. Participants in conservation corps programs meeting the requirements of RCW 79A.35.130 who wish to bid this project are eligible for exemption from provisions related to rates of compensation."

Questions regarding this RFQQ:

Please contact Andrew Fielding, RFQQ Coordinator at: andrew.fielding@parks.wa.gov or (509) 665-4312.

Background Information:

- A. Introduction and Purpose. The Commission acquires, operates, enhances, and protects a diverse system of recreational, cultural, historical, and natural sites. The Commission fosters outdoor recreation and education statewide to provide enjoyment and enrichment for all and a valued legacy to future generations.

The purpose of this contract is for the selected Contractor to provide vegetation management related maintenance work on a task order basis as negotiated individually

and paid for on a time and materials basis with labor, equipment, management, administration and expenses based on schedule submitted as part of this RFQQ. Work defined within the task orders will be limited to and based on the typical work as described below.

Project Description:

- A. Service Area. Statewide, Contractor may be statewide or list counties they wish to be considered for.
- B. Typical Work. Work within this on-call contract and defined within each individual task order may include the following types of related maintenance:
1. Clearing and grubbing of vegetation, downed trees or other debris on state parks property.
 2. Hand removal of vegetation including using tool to hand pull weeds.
 3. Assisting with forest health activities including hand clearing limbs and vegetation and using wood chippers.

It is anticipated that this work will be performed with limited project plans and details and work crews will perform tasks under the direction of Commission staff in the field.

Due to the nature of this contract as “on-call services” the Commission and the Contractor agree that prior to authorizing any work under this contract; the following elements will be discussed and agreed to:

- Each item of work under this agreement will be provided ONLY by Task Order. Each Task Order will be individually negotiated with the Contractor. Each Task Order will be considered a separate contract, identifying the maximum amount authorized, start date and end date, and scope of work specific to the task. Each Task Order will be submitted on the Commission’s approved form. The terms of the Task Order cannot be modified without written approval from the Commission and the Contractor. Any work performed outside of the terms and conditions of the Task Order will not be considered for reimbursement.
- The capabilities of the Contractor to provide or facilitate the execution of defined elements and deliverables as needed to maintain natural resources within agreed to timelines and conditions.
- The products or other deliverables to be provided to the Commission for the project assigned. The Commission and the Contractor agree to meet on a case-by-case basis, discuss project objectives and deliverables, compensation terms and project timelines to include initial site visits as needed.

- Agreement on points of contact, lead staff and communication methods and schedules to be applied to the project assigned.
- The estimated total hours and budget to be allocated by the Commission to the Contractor and the project assigned. Requests to exceed total project budget and/or modification of agreed to deliverables must be agreed to by the parties to this agreement and be in writing by the Commission.

Performance-Based Contract:

If Contractor fails to complete task order within stipulated time, an assessment of liquidated damages, not less than \$100 per day, will be made against Contractor for each additional day required to complete contract, unless an extension of time was granted through Amendment. This assessment is to cover Commission's liquidated damages and is not to be construed as a penalty.

Contractor Submittal:

Contractors that desire to be considered are required to submit a letter of submittal; one original response; three (3) 8 ½ x 11 paper copies; and, one electronic version in MS Word 2000 format on a CD, address the following:

1. Narrative of at least five (5) jobs detailing how they relate to the typical work listed below. (5 examples of each typical work is required, not 5 examples that cover everything):
 - A. Clearing and grubbing of vegetation, downed trees or other debris on state parks property.
 - B. Hand removal of vegetation including using tool to hand pull weeds.
 - C. Assisting with forest health activities including hand clearing limbs and vegetation and using wood chippers
2. Fee Schedule: Eight (8) hour Crew Day (11 person crew. List all equipment, management, administration, and expenses included.)

Submittals not complying with the above requirements may be excluded from the review process.

Scoring Criteria and Evaluation:

Selection criteria and relative weighting of proposal review include the following:

- 20% Clearing and grubbing of vegetation, downed trees or other debris on state parks property
- 20% Hand removal of vegetation including using tool to hand pull weeds
- 20% Assisting with forest health activities including hand clearing limbs and vegetation and using wood chippers
- 40% Fee Schedule;

Evaluation. Responses shall be evaluated in accordance with the requirements set forth in this RFQQ and any addenda that may be issued. All responses, including the Letter of Submittal and Required Information, shall be reviewed by the RFQQ Project Coordinator for completeness and compliance with the administrative requirements and instructions specified in this RFQQ. Responsive and responsible submittals will advance to the selection team for final review. The Commission may, upon completion of the evaluations, conduct an in-person interview with the project managers of the highest scoring Contractors. Contractors should be prepared to have their project managers available for an interview.

Scoring:

<u>Subject Category/Weighing</u>	Contractor demonstrates renowned expertise in all three areas (100%)	Contractor demonstrates solid experience in all three areas (75%)	Contractor demonstrates some experience in all three areas (50%)	Contractor demonstrates limited experience all three areas (25%)	Contractor demonstrates no experience (0%)
20% Clearing and grubbing of vegetation, downed trees or other debris on state parks property					
20% Hand removal of vegetation including using tool to hand pull weeds					
20% Assisting with forest health activities including hand clearing limbs and vegetation and using wood chippers					
40% Fee Schedule					

No Obligation To Purchase

No compensation or Task Orders are guaranteed to the Contractor under this contract. The Commission reserves the right to refrain from contracting with any Vendor. The release of this RFQQ does not obligate the Commission to purchase any services. Furthermore, the Commission reserves the right to reject any or all Responses at any time without penalty.

Cost of Preparing Proposals

The Commission is not liable for any costs incurred by Vendor in the preparation and presentation of proposals submitted in response to this RFQQ.

Mail or deliver RFQQ submittals to:

Washington State Parks and Recreation Commission
Attention: Andrew Fielding
270 9th St N.E., Suite 200
East Wenatchee, WA 98802-4477

No FAX or e-mailed copies will be accepted.

Submittals will be accepted until **3:00 p.m. on Monday April 6 at 2pm.**

Following written evaluation and ranking of these submittals, the selection team may interview selected firms. It is hoped that the project will be awarded to the selected Contractor within a week of final selection.

End of RFQQ

BIDDER'S AUTHORIZED OFFER
(BID SIGNATURE PAGE)
Statewide Vegetation Management Maintenance Work

Certifications and Assurances

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFQQ are conditions precedent to the award or continuation of the resulting Contract.

1. The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single Bid or Proposal.
 2. The attached Response is a firm offer for a period of 30 days following the Response Due Date specified in the RFQQ, and it may be accepted by the Purchasing Activity without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 30-day period. In the case of protest, our Response will remain valid for 90 days or until the protest and any related court action is resolved, whichever is later.
 3. In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
 4. We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.
 5. We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in, if selected as a contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in the Contract.
- +++++
6. The authorized signatory below acknowledges having read and understood the entire solicitation and agrees to comply with the terms and conditions of the solicitation in submitting and fulfilling the offer made in its Bid.
 7. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this solicitation.

The signatory below represents that he/she has the authority to bind the company named below to the Bid submitted and any contract awarded as a result of this solicitation.

Bidder Signature

Company Name

Title

Date

BIDDER PROFILE

COMPANY INFORMATION

Contractor Information: Provide the below information, which will be used for contract administration: For example: the legal business name, legal status (*e.g.*, corporation, sole proprietor, etc.) and the year the entity was organized to do business as the entity now substantially exists, Washington State Uniform Business Identification (UBI) number, the home office address, and telephone and fax numbers, web site URL (if any), and organizational chart of the legal entity with whom Washington State Parks and Recreation may execute any Contract arising from this RFQQ, including the names and titles of Bidder's principal officers.

1. Federal Tax Identification number: _____

2. WA State Department of Revenue Registration Tax number _____

3. Company Internet URL Address (if available): _____

4. Company Mailing Address(es):

5. Requests to be sent to:

6. Billing will be from:

7. Payment to be sent to:

RECIPROCITY

Firms bidding from California only: Is your firm currently certified as a small business under California Code, Title 2, Section 1896.12? Yes No

REFERENCES

Provide a minimum of five (3) commercial or governmental references for which Bidder has delivered services similar in scope as describe in the RFQQ.

1) Agency/Company Name:	
Address:	
Contact Person:	
Telephone:	
Product Provided /Approx. Dollar Cost	

2) Agency/Company Name:	
Address:	
Contact Person:	
Telephone:	
Product Provided /Approx. Dollar Cost	

3) Agency/Company Name:	
Address:	
Contact Person:	
Telephone:	
Product Provided /Approx. Dollar Cost	

SUBCONTRACTORS:

Identify all subcontractors who will perform services in fulfillment of contract requirements; the nature of services to be performed and include federal tax identification (TIN) number for each subcontractor.

Name/Address/Contact/Phone:	T.I.N.:	Brief description of the nature of Service Provided (e.g. testing, sampling, pick-up, etc):

SALES & ORDERING INFORMATION

Bidder shall complete the following information and return with bid response.

1.

Sales Representative(s): Indicate below the contact information and specific territories covered:			
Name:	_____	Name:	_____
Telephone:	_____	Telephone:	_____
Toll Free No.	_____	Toll Free No.	_____
Mobile Phone	_____	Mobile Phone	_____
Territory	_____	Territory	_____
Fax:	_____	Fax:	_____
Email:	_____	Email:	_____

2. Payment Term: Prompt Payment Discount _____% 30 days. Note: Prompt payment discount periods equal to (or greater than) 30 calendar days will receive consideration and bid pricing will be reduced (for evaluation purposes only) by the amount of that discount(s).

3. Purchasing (Credit) Cards accepted: Yes No

(Washington State Purchasing card is VISA) If yes, please list cards accepted:

Visa Master Card American Express Discover Other _____

4. Standard Lead Time after receipt of order (ARO) is _____ calendar days

**REQUEST FOR QUOTES AND QUALIFICATIONS
 Statewide Vegetation Management**

BIDS DUE: 3:00PM, THURSDAY, APRIL 2, 2015

PRICE SHEET

Item	Comm. Code	Description	Qty	Unit	Unit Price	Total Cost per Working day
1.	912-52	11-man Crew for vegetation Services (includes all equipment and overhead.	8	HR	\$	
2.						

Prompt Payment Discount: (offered for 30 days or greater will be included in price of evaluation)	___%	___Days
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 Bidder Signature

 Company Name

 Title

 Date

ATTACHMENT A

SAMPLE PURCHASED SERVICES CONTRACT



Purchased Services Convenience Contract

Parks Number: [redacted]

**Washington State Parks and Recreation Commission
and
(Contractor)**

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

(contractor name)

Location: (address), (city, state zip+four)

Mailing Address (if Different from above): (address), (city, state zip+four)

Phone: [redacted] FAX: [redacted]

Email: [redacted]

Federal TIN: [redacted] WA State UBI Number: [redacted]

Internet Website: [redacted]

PURPOSE

The purpose of this contract is to (enter detailed description of the contract purpose).

SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the COMMISSION and the CONTRACTOR, and specific obligations of both parties.
- B. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Insert general scope of work here.

Due to the nature of this contract as "on-call services" the COMMISSION and the CONTRACTOR agree that prior to authorizing any work under this contract; the following elements will be discussed and agreed to:

- Each item of work under this agreement will be provided ONLY by Task Order, a sample of which is made part of this agreement as Exhibit B – Task Order. Each Task Order will be individually negotiated with the CONTRACTOR. Each Task Order will be considered a separate contract, identifying the maximum amount authorized, start date and end date, and scope of work specific to the task. Each Task Order will be submitted on the COMMISSION's approved form. The terms of the Task Order cannot be modified without written approval from the COMMISSION and the CONTRACTOR. Any work performed outside of the terms and conditions of the Task Order will not be considered for reimbursement.

- The capabilities of the CONTRACTOR to provide or facilitate the execution of defined deliverables as needed to complete the project within agreed to timelines and conditions.
- The products, permits and/or other deliverables to be provided to the COMMISSION for the project assigned. The COMMISSION and the CONTRACTOR agree to meet on a case-by-case basis, discuss project objectives and deliverables, compensation terms and project timelines to include initial site visits as needed.
- Agreement on points of contact, lead staff and communication methods and schedules to be applied to the project assigned.
- The estimated total hours and budget to be allocated by the COMMISSION to the CONTRACTOR and the project assigned. Requests to exceed total project budget and/or modification of agreed to deliverables must be agreed to by the parties to this agreement and be in writing by the COMMISSION.

C. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated within each Task Order.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from [REDACTED], or date of execution, whichever is later, through [REDACTED] unless otherwise amended in writing.

COMPENSATION

The CONTRACTOR shall perform the Services according to the following schedules provided by the commission on an “as needed” basis for the agreed upon services and fees as attached and made part of this contract. Caveat, no compensation, and no Task Orders are guaranteed to the CONTRACTOR under this contract.

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed [REDACTED] (\$ [REDACTED]). CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

NOTE: List detail of compensation to be paid, e.g., hourly rates, number of hours per task, unit prices, cost per task, cost per deliverable, etc., or reference documents that specify CONTRACTOR'S compensation and payment, e.g., CONTRACTOR'S compensation for services rendered shall be based on the schedule set forth in Exhibit B, Fees and Expenses. Compensation section should be consistent with Billing Procedures.

EXPENSES

CONTRACTOR shall receive reimbursement for travel and other expenses as authorized in advance by the COMMISSION as reimbursable. Such expenses may include transportation, lodging, and subsistence as necessary during periods of required travel. CONTRACTOR shall receive compensation for travel expenses at current state travel reimbursement rates.

BILLING PROCEDURES AND PAYMENT

COMMISSION will pay CONTRACTOR upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Contract Manager not more often

than monthly.

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

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

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

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

It is agreed by COMMISSION and the CONTRACTOR that If the CONTRACTOR does not timely provide or perform the requirements referred to or listed in the scope of work, damage to COMMISSION will result. The damages to the COMMISSION resulting from the same would be difficult or impractical to ascertain. The liquidated damages specified herein represent a good faith effort to quantify the harm that could reasonably be anticipated at the time of the making of the contract. The damages provided in this section are just and reasonable. Therefore, COMMISSION and the CONTRACTOR agree that if the CONTRACTOR does not meet the mutually agreed upon performance or deliverable dates as a result of CONTRACTOR'S actions(s) or failure to act, then there shall be assessed against the CONTRACTOR, as fixed and agreed liquidated damages, the sum of \$ [redacted] per day. COMMISSION may, at its discretion, and after notifying the CONTRACTOR, withhold the assessed liquidated damages from payments to the CONTRACTOR, or invoice the CONTRACTOR therefore, in which case the CONTRACTOR shall pay said damages within 30 days of the date of invoice. Nothing in this provision shall be construed as relieving the CONTRACTOR from performing all Contract requirements. Moreover, COMMISSION reserves the right to enforce or to seek other remedies without limitation for failure of the CONTRACTOR to perform any contract duty pursuant to this Contract.

CONTRACT MANAGEMENT

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

CONTRACTOR'S representative shall be _____, Phone : (_____) _____ .

COMMISSION'S representative shall be _____, Phone : (_____) _____ .

INSURANCE

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

contract.

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

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

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

ASSURANCES

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

ORDER OF PRECEDENCE

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

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

ENTIRE AGREEMENT

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

CONFORMANCE

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

APPROVAL

This contract shall be subject to the written approval of the COMMISSION'S authorized representative and shall not be binding until so approved. The contract may be altered,

amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of [redacted] pages and [redacted] attachment(s), is executed by the persons signing below, who warrant they have the authority to execute the contract.

[CONTRACTOR'S NAME]

WASHINGTON STATE PARKS AND RECREATION COMMISSION

Signature

Signature

Title

Title

Date

Date

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

EXHIBIT A

GENERAL TERMS AND CONDITIONS

DEFINITIONS

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

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

ACCESS TO DATA

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

ADVANCE PAYMENTS PROHIBITED

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

AMENDMENTS

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

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

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

ASSIGNMENT

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

ATTORNEYS' FEES

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

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the COMMISSION, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the COMMISSION, or as

may be required by law.

CONFLICT OF INTEREST

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

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

COPYRIGHT PROVISIONS

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

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

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

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

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

COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide

established agents maintained by the CONTRACTOR for securing business.

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

DISALLOWED COSTS

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

DISPUTES

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

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

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

DUPLICATE PAYMENT

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

GOVERNING LAW

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

INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

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

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

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

INDEPENDENT CAPACITY OF THE CONTRACTOR

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

INDUSTRIAL INSURANCE COVERAGE

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

LICENSING, ACCREDITATION AND REGISTRATION

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

LIMITATION OF AUTHORITY

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

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

NONDISCRIMINATION

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

PRIVACY

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

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

PUBLICITY

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

RECORDS MAINTENANCE

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

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

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

REGISTRATION WITH DEPARTMENT OF REVENUE

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

RIGHT OF INSPECTION

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

SAVINGS

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

SEVERABILITY

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

SITE SECURITY

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

SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the COMMISSION. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

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

TAXES

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

TERMINATION FOR CAUSE

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

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

The COMMISSION reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the COMMISSION to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1)

was not in default; or (2) failure to perform was outside of his or her control, fault, or negligence. The rights and remedies of the COMMISSION provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

TERMINATION FOR CONVENIENCE

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

TERMINATION PROCEDURES

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

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

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

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

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

7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the COMMISSION has or may acquire an interest.

TREATMENT OF ASSETS

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

WAIVER

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

END OF GENERAL TERMS AND CONDITIONS

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Exhibit B Sample Task Order

	WASHINGTON STATE PARKS & RECREATION COMMISSION PARKS DEVELOPMENT SERVICE CENTER TASK ORDER	TASK ORDER NUMBER: One (1)	CONTRACT NUMBER: SP002
This Task Order is issued under the provisions of above-referenced CONSULTANT convenience contract. The services authorized are within the scope of services set forth in the Purpose of the contract. All rights and obligations of the parties shall be subject to and governed by the terms of the contract, including any subsequent modifications, which are hereby incorporated by reference. Note: All billings must include the contract and task order numbers.			
PARK NAME: Any Place State Park			
PROJECT NAME: Picnic Shelter			
STATEMENT OF WORK: Here's where the scope of work goes for each project... Be specific.			
DELIVERABLE(S) AND DUE DATE(S): The deliverables are the end product... The due date is for the DELIVERABLES, not for the task order itself.			
Deliverables are subject to review and approval prior to payment. (Attach addition sheets if necessary)			
TASK START DATE	01/01/2015	TASK END DATE	03/31/2015
		LIQUIDATED DAMAGES/ TIME PERIOD	\$100.00 Per Day
BUDGET		COST CODE: 10100	
DESCRIPTION / TASK	QUANTITY	UNIT	UNIT COST
TOTAL			
1. Picnic Shelter at Any Place State Park	1	EST	\$4,000.00
2.			\$ 0.00
AGENCY shall pay an amount <i>not to exceed</i>			\$4,000.00
Both the Agency and the Contractor are responsible for ensuring Task performed is within the scope of this Task Order. The Agency must monitor proper compliance with the terms of this Task Order and RCW 39.29. Any changes or amendments to this Task Order must be in Writing and APPROVED by the Agency.			
IN WITNESS WHEREOF, the parties have executed this Task Order.			
CONSULTANT AUTHORIZED REPRESENTATIVE SIGNATURE:	DATE:	AGENCY APPROVAL:	DATE:
		Mark Bibeau, Chief Financial Officer	
TASK MANAGER (Print Name):		PROJECT REPRESENTATIVE (Print Name):	
TELEPHONE NUMBER:		TELEPHONE NUMBER:	
EMAIL:		EMAIL:	

Task Order Rev 01/15