



WASHINGTON STATE DEPARTMENT OF  
**NATURAL RESOURCES**  
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

**GOOD NEIGHBOR AUTHORITY, FEDERAL LANDS SECTION**

**INVITATION FOR BID (IFB) #7023**

**Ground Herbicide Contract**

**Olympic National Forest**

**TREATMENT ACRES:** 138 Acres

Refer to the Maps and Unit Information section (Section II) in the included Draft Contact (Exhibit B) for detail on units needing treatment.

**BID DELIVERY:**

The Bidder shall prepare one complete bid packet for submission according to the Contents and Submittal Instructions (Section 3 of this IFB). In short, a complete packet includes fully filled out forms available in Exhibit A and photocopies of state/federal Farm Labor Contractors licenses. Section 3.2 provides a checklist describing the parts needed for a complete bid.

The completed bid packet may be delivered using the following methods:

- Via an attachment to an email to the Bid Coordinator in the form of a scanned copy of original documentation submitted as a PDF or similar electronic document consistent with Section 3.1.
- Via mail to the address listed in Section 3.1 in its own envelope addressed to Bid Coordinator.

Confirmation of receipt of bid packets for both delivery methods is the responsibility of the Bidder.

**BID DUE DATE:** Bids will be accepted until **11:59PM (PST), on May 23, 2024**

**BID COORDINATOR:**

Eddie Silahua, Olympic  
564-669-1205  
Salvador.silahua@dnr.wa.gov

Questions pertaining to this Invitation to Bid can be answered by contacting the Bid Coordinator.

Individuals who wish to request special accommodations for the bid submission process or bid opening (e.g., sign language, interpreters, Braille, etc.) should contact the Bid Coordinator.

**Special Remarks**

No work will be conducted on State and Federal holidays.

Unique or special requirements: Contractor will only spray scotch broom and must avoid spraying orchard trees and shall not spray areas bound out by pink flagging and indicated on site map.

Hospitals: It is the contractor's responsibility to identify appropriate hospitals for any emergency care required. The following is a courtesy list and should be verified by any potential contractor.

<b>HOSPITAL NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ZIP</b>	<b>PHONE</b>	<b>LATITUDE</b>	<b>LONG ITUDE</b>
Mason Health - Mason General Hospital	901 Mountain View Dr.	Shelton	98584	360- 426- 1611	47.23366554 946799	- 123.112 403196 90256

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# 1. INTRODUCTION AND SCHEDULE OF ACTIVITIES

## 1.1 PURPOSE

The Washington State Department of Natural Resources, hereafter called “Agency/DNR”, is initiating this Solicitation for silvicultural land management services on Federal managed lands. Specific information on work requirements and locations can be found in the included Draft Contract (Exhibit B). Bidders are advised to examine the treatment units prior to submitting a bid.

Work to be performed and/or services delivered in the county(ies) of: Mason

## 1.2 SCOPE

The scope of this project includes Ground Herbicide work within the Olympic National Forest. The work shall be done in strict compliance with the work shall be done pursuant to all Federal and State laws and regulations, herbicide labels of formulations used, and the Environmental Impact Statement titled ‘Beyond Prevention: Site-Specific Invasive Plant Treatment Project, Olympic National Forest Final Environmental Impact Statement and Record of Decision.

## 1.3 MINIMUM QUALIFICATIONS

- A. Bidders must be licensed to do business in the State of Washington, or provide a commitment that it will become licensed to do business in Washington State prior to services rendered (if applicable):
- All in-state vendors must be licensed in Washington State; for more information contact Washington [Department of Licensing](#).
  - Out-of-state vendors should seek guidance from the Washington [Department of Licensing](#) for specific requirements.
- B. Bidders must meet the required specifications as outlined in Exhibit B – Solicitation Specifications Form.
- Bidder’s firm possesses a current year Washington State Farm Labor Contractors License and/or proof of application for license renewal for the subsequent year.
  - Bidder’s firm possesses a current United States Department of Labor Farm Labor Contractors License and/or proof of application for license renewal for the subsequent licensing period.
  - A licensed Commercial Operator or Applicator with a Rights-of-Way endorsement.

Bidders who do not meet the minimum qualifications and/or the required specifications and qualifications as outlined in Exhibit B – Solicitation Specifications Form, will be rejected as non-responsive and will not receive further consideration. Any bid rejected as non-responsive will not be evaluated or scored.

#### **1.4 PERIOD OF PERFORMANCE**

The term of the contract resulting from this solicitation shall be from the contract execution date through Wednesday, July 31, 2024, as defined in Exhibit B (Draft Contract), Section I-A, General Provision A-33. The Agency requires completion of all work prior to the termination of the period of performance.

#### **1.5 ADDITIONAL SERVICES**

DNR reserves the right to add additional services within the scope of this solicitation, and within twenty-four (24) months of the original product order date. If additional services are required, they shall be documented in amendments to the applicable contract document(s). There is no guarantee to the Contractor additional services will be ordered.

#### **1.6 BID COORDINATOR**

The Bid Coordinator is the sole point of contact in the Agency for this procurement. All communication with the Agency regarding this solicitation shall be with the Bid Coordinator, as follows:

<b>BID COORDINATOR</b>	
NAME:	Eddie Silahua
E-MAIL ADDRESS:	Salvador.silahua@dnr.wa.gov
PHONE NUMBER:	564-669-1205

Any other communication will be considered unofficial and non-binding on the DNR. Vendors are to rely on written statements issued by the Bid Coordinator. Communication directed to parties other than the Bid Coordinator may result in disqualification of the Vendor.

All oral and written communications will be considered unofficial and non-binding on DNR. Vendors should rely only on written amendments issued by the Bid Coordinator. Vendors are encouraged to make any inquiry as early in the process as possible to allow DNR to consider and respond; however, no response is required from the Bid Coordinator. If a Vendor does not notify DNR of an issue, exception, addition, or omission, DNR may consider the matter waived by the

Vendor for protest purposes. If Vendor inquiries result in changes to the solicitation, written amendments will be issued and posted on WEBS.

### 1.7 SCHEDULE OF PROCUREMENT ACTIVITIES

<b>SCHEDULE OF PROCUREMENT ACTIVITIES</b>	
ISSUE SOLICITATION DATE SOLICITATION IS POSTED IN WEBS	April 11, 2024
PRE-PROPOSAL CONFERENCE DATE SCHEDULED FOR PRE-PROPOSAL CONFERENCE IF APPLICABLE	May 13, 2024
COMPLAINTS DUE DEADLINE FOR SUBMITTING UNRESOLVED ISSUES ABOUT THE PROCESS	May 16, 2024
BIDS DUE AND EVALUATED BIDS ARE GENERALLY EVALUATED IMMEDIATELY FOLLOWING THE CONCLUSION OF THE BID ACCEPTANCE PERIOD	May 23, 2024
ANNOUNCE APPARENT SUCCESSFUL BIDDER AWARD DATE	May 24, 2024
HOLD DEBRIEFINGS DATE DEBRIEFING CONFERENCES TO BE HELD – IF REQUESTED	May 30, 2024
BEGIN CONTRACT WORK DATE DNR EXPECTS THE WORK TO BEGIN	June 1, 2024
<b>THE AGENCY RESERVES THE RIGHT TO REVISE THE ABOVE SCHEDULE.</b>	

If the Solicitation results in only one (1) Bidder and that Bidder is found responsive and responsible, the Agency reserves the right to accelerate the procurement schedule above.

## 2. GENERAL INFORMATION

### 2.1 DEFINITIONS

Definitions for the purposes of this solicitation include:

**AGENCY** – Any state office or activity of the executive and judicial branches of state government, including state agencies, departments, offices, divisions, boards, commissions, institutions of higher education as defined in RCW 28B.10.016, and correctional and other types of institutions.

**AGENT** – Personnel authorized to act on behalf of the Agency for matters contained within.

**APPARENT SUCCESSFUL BIDDER** – Bidder whose bid provides the best value in meeting Agency needs and is selected to contract with DNR for the proposed solution, subject to completion of contract negotiations and execution of contract.

**AWARD DATE** – The announcement date of the Apparent Successful Bidder.

**BID, QUOTATION and/or PROPOSAL** – A formal offer, submitted by an individual or entity, in response to a solicitation issued for goods and/or services by the Agency.

**BIDDER** – An individual or entity who submits a bid in response to a solicitation issued for goods and/or services by the Agency.

**BUSINESS DAYS** – Monday through Friday, 8AM to 5PM, Pacific Standard Time, or, Pacific Daylight Time, Olympia, Washington, USA.

**CALENDAR DAY** – Midnight to midnight, any day of the week.

**CONTRACT** – An agreement between DNR and Contractor that includes terms and conditions, the solicitation, the bid, all appendices, and exhibits, associated Statements of Work (e.g. Services Contract or Purchase Order), and all amendments awarded pursuant to this solicitation.

**CONTRACTOR** – An individual or entity whose bid has been accepted and is awarded a contract with the Agency, and who is solely responsible to provide a good or perform a service.

**DNR** – Washington State Department of Natural Resources, an Agency of the State of Washington, and any division, section, office, unit or other entity of, or any of the officers or other officials lawfully representing the department.



**GOODS** – Products, materials, supplies, or equipment provided by a Contractor.

**MINORITY-OWNED BUSINESS** – limited to firms certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) as a minority-owned business (MBE). See, RCW 39.19.120 and WAC 326-20.

**PURCHASE** – The acquisition of goods or services, including the leasing or renting of goods.

**SERVICES** – Labor, work, analysis, or similar activities provided by a Contractor to accomplish a specific scope of work.

**SOLICITATION** – A documented formal process providing an equal and open opportunity to Bidders and culminating in a selection based on predetermined criteria.

**VENDOR** – Individual, firm, organization, company or other entity offering products and/or services.

**VETERAN-OWNED BUSINESS** – Limited to firms certified by the Washington State Department of Veterans Affairs (WDVA) as a Certified Veteran-Owned Business. See, [RCW 43.60A.010\(7\)](#) & [RCW 43.60A.190](#)

**WASHINGTON SMALL BUSINESS** – An in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that certify location, size and WEBS certification. See [RCW 39.26.010](#)

**WEBS** – Washington’s Electronic Business Solution System.

**WOMAN-OWNED BUSINESS** – Limited to firms certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) as a woman-owned business (WBE). See, RCW 39.19.120 and WAC 326-20

**WORKING DAYS** – Midnight to midnight, Monday through Friday, excluding Saturday, Sunday and state legal holidays.

## 2.2 CONTRACTING RESTRICTIONS

Specific restrictions apply to contracting with current or former state employees pursuant to Chapter 42.52 of the Revised Code of Washington. Bidders should familiarize themselves with the requirements prior to submitting a bid that includes current or former state employees.

### **2.3 PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference is NOT required under this solicitation.

OR

A virtual pre-proposal conference is scheduled to be held on May 13, 2024 at 9 a.m./p.m., Pacific Standard Time or Pacific Daylight Time. The link to the pre-proposal conference room is via Microsoft Teams: [Join the meeting now](#) (link)

All prospective Bidders should attend; however, attendance is not mandatory. Bidders should verify they are able to enter the virtual meeting room prior to the designated meeting time.

Agency will be bound only to Agency's written answers to questions. Questions arising at the pre-proposal conference or in subsequent communication with the Bid Coordinator will be documented and answered in written form. A copy of the questions and answers will be provided to all Vendors via posting to WEBS on the date indicated in Section 1.7 Schedule of Procurement Activities.

### **2.4 NOTIFICATION TO BIDDERS**

The Agency will notify the Apparent Successful Bidder of their selection in writing upon completion of the evaluation process. Individuals or firms whose bids were not selected for further negotiation or award will be notified separately with WEBS. To complete the process, the Apparent Successful Bidder will be identified in WEBS.

### **2.5 COMPLAINT, DEBRIEF AND PROTEST PROCEDURES**

#### COMPLAINT PROCESS – PRIOR TO BID DUE DATE:

The purpose of a complaint process is to settle unresolved issues or concerns that either were not or could not be resolved during the question and answer period.

Any Bidder may submit a complaint regarding this solicitation based upon the following:

- The solicitation unnecessarily restricts competition;
- The evaluation/scoring process is unfair or flawed; or
- The requirements are inadequate or insufficient so that a response/bid is difficult to prepare.

Complaints not based on procedural matters will not be considered. Complaints will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) Agency's assessment of its own and/or other agencies needs or requirements.

If no complaint is filed, a Bidder cannot later file a protest based on one of the above complaint criteria.

Any complaint to the solicitation must be in writing and submitted to the Bid Coordinator no less than five (5) business days prior to the date when the bid is due, and shall clearly articulate the basis for the complaint and include a proposed remedy.

Responses to complaints will be articulated in writing, including any resulting changes to the solicitation, and will be posted on WEBS, and the Agency head will be notified.

The Agency's decision is final; no further administrative appeal is available.

#### DEBRIEFING OF UNSUCCESSFUL BIDDERS:

Any Bidder who has submitted a bid and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the Bid Coordinator within three (3) business days after the Unsuccessful Bidder notification is e-mailed to the Bidder. The debriefing must be held within three (3) business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the Bidder's bid;
- Critique of the bid based on the evaluation; and
- Review of Bidder's final score in comparison with other final scores without identifying the other firms.

Comparisons between bids or evaluations of the other bids will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

#### PROTEST PROCEDURE:

This procedure is available to Bidders who submitted a response to this solicitation and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed five (5) business days to file a protest of the acquisition with the Bid Coordinator. Protests must be submitted in writing via e-mail and signed by the protesting party or an authorized Agent.

The protest must state the grounds for the protest with specific and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Bidders protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this procurement.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the solicitation document, or applicable state or federal laws or regulations.

Upon receipt of a protest, a protest review will be held by the Agency. All available facts will be considered and a decision will be issued by the Commissioner of Public Lands or his/her delegate within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Bidder who submitted a bid, such Bidder will be given an opportunity to submit its views and any relevant information on the protest to the Bid Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the Agency's action; or
- Find only technical or harmless errors in the Agency's acquisition process conduct and determine the Agency to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the Agency options which may include:
  - Correct the errors and re-evaluate all bids, quotations and/or proposals; and/or
  - Reissue the solicitation document; and/or
  - Make other findings and determine other courses of action as appropriate.

If the Agency determines that the protest is without merit, the Agency will enter into a contract with the Apparent Successful Bidder.

The Agency protest decision is final and no appeal process will be required. If a protesting Bidder does not accept the Agency protest response, the Bidder may try to seek relief from Thurston County Superior Court.

## 2.6 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Bids submitted in response to this solicitation shall become the property of the Agency. All bids received shall remain confidential until the contract, if any, resulting from this solicitation is signed by the Agency and the Apparent Successful Bidder; thereafter, the bids shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the bid that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Bidder is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire bid exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Bidder has marked as "Proprietary Information," the Agency will notify the Bidder of the request and of the date that the records will be released to the requester unless the Bidder obtains a court order enjoining that disclosure. If the Bidder fails to obtain the court order enjoining disclosure, the Agency will release the requested information on the date specified. If a Bidder obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the Agency shall maintain the confidentiality of the Bidder information per the court order.

Pursuant to RCW 42.56.120, DNR uses the default fee schedule. However, records may be viewed in person for no fee. All requests for copies of identifiable records should be directed to the public disclosure office: [publicdisclosure@dnr.wa.gov](mailto:publicdisclosure@dnr.wa.gov). Requests for information about this solicitation should be directed to the Bid Coordinator.

## 2.7 REVISIONS TO THE SOLICITATION

The Agency reserves the right to cancel or reissue all or part of this solicitation at any time as allowed by law without obligations or liability.

In the event that it becomes necessary to revise any part of this solicitation, an amendment will be posted in WEBS (Washington's Electronic Business Solutions). Questions & Answers and any other pertinent information shall be provided as an amendment to the solicitation and will be posted in WEBS.

## **2.8 SMALL AND DIVERSE BUSINESS PARTICIPATION**

DNR strongly encourages the participation of minority and women-owned businesses, Veteran owned businesses and small businesses, as prime Contractors or Subcontractors.

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

### Minority and Women-Owned Businesses

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

No preference will be included in the evaluation of bids for the participation of minority and women-owned businesses. See section 4.6 Preference – Small & Veteran Businesses for information on preference points for small and veteran owned businesses.

## **2.9 AMERICANS WITH DISABILITIES ACT (ADA)**

The Agency complies with the Americans with Disabilities Act (ADA). Vendors may contact the Bid Coordinator listed above for additional assistance.

## **2.10 ACCEPTANCE PERIOD**

Bids must provide 180 calendar days for acceptance by Agency from the due date for receipt of bids.

## **2.11 MOST FAVORABLE TERMS**

The Agency reserves the right to make an award without further discussion of the bid submitted. Therefore, the bid should be submitted initially on the most favorable terms that the Bidder can propose. There will be no best and final offer procedure. The Agency does reserve the right to contact a Bidder for clarification of its bid.

The Apparent Successful Bidder should be prepared to accept this solicitation for incorporation into a contract resulting from this solicitation.

## **2.12 CONTRACT AND GENERAL TERMS & CONDITIONS**

The awarded Apparent Successful Bidder is entering into a services contract with the Washington state Department of Natural Resources including but not limited to the terms and conditions outlined within the solicitation, bid, all appendices, all exhibits, associated Statements of Work, Purchase Orders, and all amendments awarded.

In addition to the terms and conditions of this solicitation, all Bidders should review the General Terms and Conditions in Section 1.A of the draft contract (Exhibit B) prior to submitting a bid.

All exceptions to the contract terms and conditions must be submitted as an attachment to EXHIBIT A.1 – Bidder’s Certification and Assurances Form.

The Agency will review requested exceptions and accept or reject the requests at its sole discretion.

## **2.13 COST TO PROPOSE**

The Agency will not be liable for any costs incurred by the Bidder in preparation of a bid submitted in response to this solicitation, in conduct of a presentation, or any other activities related to responding to this solicitation.

## **2.14 NO OBLIGATION TO CONTRACT**

This solicitation does not obligate the State of Washington or the Agency to contract for services specified herein.

## **2.15 REJECTION OF BIDS**

The Agency reserves the right at its sole discretion to reject all bids received without penalty and not to issue a contract as a result of this solicitation.

## **2.16 COMMITMENT OF FUNDS**

The Commissioner of Public Lands or his/her delegate is the only individual who may legally commit the Agency to the expenditures of funds for a contract resulting from this solicitation. No cost chargeable to the proposed contract may be incurred before notice and acceptance of award.

## **2.17 DOING BUSINESS WITH THE STATE**

The Agency requires all awarded bidders to be registered with the Washington Office of Financial Management (OFM). Addition information can be found on The Department of Enterprise Services Website <https://des.wa.gov/sell/how-work-state>

## **2.18 REGISTRATION WITH THE ‘WEBS’ SYSTEM**

All bidders should be registered with the Department of Enterprise Services “Washington Electronic Business Solution” (WEBS) system. Failure to register on WEBS may result in a disqualified bid.

Please follow this link for more information on how to register <https://fortress.wa.gov/ga/webs/>

## **2.19 INSURANCE COVERAGE**

Before using any of said rights granted herein and its own expense, Contractor shall purchase and maintain the insurance described within Section 1.A of the included Draft Contract (Exhibit B) for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR’s option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

Upon notification of being chosen as the Apparent Successful Bidder, the Contractor shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified before using any of said rights granted herein. The description section of the certificate shall contain the contract number and the name of the DNR Contract Manager. Contractor shall also provide renewal certificates as appropriate during the term of this Agreement.

Contractor shall include all Agents as insured under all required insurance policies or shall provide separate certificates of insurance for each Agent. Failure of Contractor to have its Agents comply with the insurance requirements contained herein does not limit Contractor’s liability or responsibility.

## **3. CONTENTS AND SUBMITTAL INSTRUCTIONS**



Bidders are required to read and understand all information contained within this entire bid package including all exhibits. By responding to the solicitation, Bidder agrees they have read and understand all documents.

### **3.1 SUBMISSION OF BIDS**

The bid must be received by the Bid Coordinator by the due date indicated within Section 1.7 Schedule of Procurement Activities of this solicitation, or any amendments.

All forms and documents submitted must have a signature of an individual within the organization authorized to bind the Bidder to the offer.

Bidders should allow sufficient time to ensure timely receipt of the bid by the Bid Coordinator. Late bids will not be accepted and will be automatically disqualified from further consideration, unless the Agency's e-mail is found to be at fault. All bids and any accompanying documentation become the property of the Agency and will not be returned.

Confirmation of receipt of bid packets for both delivery methods is the responsibility of the Bidder.

#### ***ELECTRONIC SUBMISSION***

Bids may be submitted electronically as an attachment to an e-mail to the Bid Coordinator, at the e-mail address listed in Section 1.6 (Bid Coordinator). The Agency does not assume responsibility for problems with Bidder's e-mail. If the Agency's e-mail is not working, appropriate allowances will be made. The Bid Coordinator may request original documentation be submitted at any time.

Attachments to e-mail shall be in Microsoft Word format or PDF. Maximum file size for an e-mail attachment is 30MB. Zipped files cannot be received by the Agency and cannot be used for submission of bids, quotations and/or proposals.

#### ***MAILED IN SUBMISSION***

For bids submitted using physical mail, each bid envelope should be prepared in the following manner:

Mailing address:

Washington State Department of Natural Resources  
Trevor McConchie  
Assistant Division Manager  
PO Box 47037  
Olympia, WA 98504-7017

Upper left corner: Bidder’s Name  
 Bidder's Address

Lower left corner: Solicitation Title  
 Invitation to Bid #Bid Number

Bidders choosing to mail proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the Bid Coordinator. Bidders assume the risk for the method of delivery chosen. The DNR assumes no responsibility for delays caused by any delivery service. Any direct hand deliveries of Bid Documents should be sealed and prepared as described above and delivered to the applicable DNR Region Office during regular business hours (Monday through Friday 8:00am-5:00pm).

**3.2 BIDDER CHECKLIST**

Submit the following applicable documents to the Bid Coordinator by the due date indicated within the Schedule of Procurement Activities of this solicitation, or any amendments, to the schedule. Failure to comply may result in rejection of the bid as non-responsive. The Agency reserves the right at its sole discretion to waive minor administrative irregularities.

<b>BIDDER CHECKLIST</b>	
EXHIBIT A.1 – BIDDER’S CERTIFICATION AND ASSURANCES FORM	<input type="checkbox"/>
EXHIBIT A.2 – SOLICITATION SPECIFICATION FORM	<input type="checkbox"/>
EXHIBIT A.3 – AD-1048 FEDERAL DEBARMENT FORM	<input type="checkbox"/>
EXHIBIT A.4 – COST PROPOSAL	<input type="checkbox"/>
WASHINGTON STATE FARM LABOR CONTRACTORS LICENSE	<input type="checkbox"/>
UNITED STATES DEPARTMENT OF LABOR FARM LABOR CONTRACTORS LICENSE	<input type="checkbox"/>
HERBICIDE APPLICATORS LICENSE	<input type="checkbox"/>

**3.3 SPECIFICATIONS**

Exhibit A.2 – Solicitation Specifications Form must be completed and returned to the Bid Coordinator in order for DNR to determine the lowest responsive and responsible Bidder.

**3.4 QUALIFICATIONS**

Exhibit A.2 – Solicitation Specifications Form, must be completed and returned to the Bid Coordinator in order for DNR to determine the lowest responsive and responsible Bidder.

### **3.5 FUNDING**

Purchase of services resulting from this Solicitation are funded by Federal dollars. Terms and conditions for funding source are included in Section II.A of the include Draft Contract (Exhibit B).

Any contract awarded as a result of this solicitation is contingent upon the availability of funding.

### **3.6 COST PROPOSAL**

Bids in excess of 250 Dollars Per Acre may be considered non-responsive and will not be evaluated.

The Bidder's cost proposal will be included as part of Exhibit A.4 which will be part of their completed bid packet in order to be considered responsive to this solicitation. The cost proposal shall include fully weighted costs for services rendered as requested within.

### **IDENTIFICATION OF COSTS**

All costs shall be in U.S. dollars including expenses to be charged to accomplish the tasks and to produce the deliverables under this contract. Bidders are required to collect and pay Washington state sales and use taxes, as applicable.

### **COMPUTATION OF COSTS**

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Bidders total cost. Then the resultant number will be multiplied by the maximum possible points and rounded to the nearest whole number for the cost section.

## **4. EVALUATION AND AWARD**

The evaluation process is designed to award this procurement not necessarily to the Bidder of least cost, but rather to the Bidder whose bid best meets the requirements of this solicitation. However, Bidders are encouraged to submit bids that are consistent with state government efforts to conserve state resources.

The Agency will award the contract to the lowest responsive and responsible Bidder that meets the specifications as determined by the Agency. The Agency will post awarded bids and bid award documents for each competitive procurement for public review.

The Agency may reject the bid of any firm who has failed to perform satisfactorily on a previous contract with the state.

Responsive bids will be evaluated strictly in accordance with the requirements stated in this solicitation and any amendments issued. The evaluation of bids shall be accomplished by an evaluation team, to be designated by the Agency, which will determine the ranking of the bids, quotations and/or proposals.

The Agency reserves the right to select and enter into contract(s) with the Bidder whose bid is deemed to be in the best interest of the Agency and the State of Washington.

If this procurement is estimated to be less than \$150,000. The Agency intends to award the contract to the lowest responsive and responsible bid from a small business (as defined in RCW 39.26.010(22)(a) or veteran-owned business, (as defined in RCW 43.60A.190) unless none of these businesses are responsive and responsive to this solicitation. The Agency will verify small and veteran owned business status through WEBS certification and if applicable bidder must provide certification documentation to the Washington Department of Veterans' Affairs WDVA and be certified by WDVA and listed as such on WDVA's website

It is the intent of the Agency to enter into a contract for the completion of silvicultural services as described herein.

### **4.1 RESPONSIVENESS (PASS / FAIL)**

All bids will be reviewed by the Bid Coordinator to determine compliance with administrative requirements and instructions specified in this solicitation. The Bidder is specifically notified that failure to comply with any part of the solicitation may result in rejection of the bid as non-responsive.

The Agency reserves the right at its sole discretion to waive minor administrative irregularities.

## 4.2 RESPONSIBLE BIDDER CRITERIA

Exhibit A.2 – Solicitation Specifications Form must be completed in order for DNR to determine the lowest responsive and responsible Bidder.

In determining whether the Bidder is a responsible Bidder, the Agency must consider the following elements ([RCW 39.26.160\(2\)](#)):

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

In determining the lowest responsive and responsible Bidder, an Agency may consider best value criteria, including but not limited to ([RCW 39.26.160\(3\)](#)):

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

The Agency's determination that a Bidder is not qualified may result in rejection of the submitted bid.

## 4.3 BIDDER'S CERTIFICATION FORM (PASS/FAIL)

All Bidders must submit Exhibit A.1 – Certifications and Assurances Form, signed by an individual authorized to bind the Bidder contractually. DNR will evaluate the information and

may, at its sole discretion, reject the Bidder's Response if the information indicates that completion of a Contract resulting from this IFB may be jeopardized by selection of the Bidder.

#### 4.4 WAGE LAW COMPLIANCE (PASS/FAIL)

Prior to awarding a contract, agencies are required to determine that a Bidder is a 'Responsible Bidder.' See [RCW 39.26.160\(2\)\(f\) and \(4\)](#). Pursuant to legislative enactment in 2017, the Responsible Bidder Criteria include a Contractor Certification that the Contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting [SSB 5301](#)). All Bidders must submit Exhibit A.1 – Certifications and Assurances Form, signed by an individual authorized to bind the Bidder contractually. A Bidder's failure to comply with the required Wage Law Compliance certification means that the Bidder is not responsible and therefore will not be evaluated. See [RCW 39.26.160\(2\)\(f\) & \(4\)](#).

#### 4.5 PREFERENCE – EXECUTIVE ORDER 18-03 WORKER'S RIGHTS (SCORED)

##### FIRMS WITHOUT MANDATORY INDIVIDUAL ARBITRATION FOR EMPLOYEES

Pursuant to [RCW 39.26.160\(3\)](#) (best value criteria) and consistent with Executive Order 18-03 – Supporting Workers' Rights to Effectively Address Workplace Violations (dated June 12, 2018),

A. **A preference of 5 percent** will be given to any Bidder who certifies, pursuant to the certification attached as Exhibit A.1 – Bidder's Certification and Assurances Form that their 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 waiver

#### 4.6 PREFERENCE – SMALL & VETERAN BUSINESSES (SCORED)

Department of Natural Resources, in accordance with Washington law, encourages small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded bidders. See, e.g., [RCW 43.60A.200](#) (WDVA Certified Veteran-Owned Businesses); and [RCW 39.26.005](#) (Washington Small Businesses).

##### Washington State Certified Veteran-Owned Businesses

In accordance with Chapter 43.60A.200 RCW, the State encourages participation in all of its contracts by firms certified by the Washington State Department of Veterans' Affairs (DVA). For questions regarding the above go to <http://www.dva.wa.gov/>.

A. **A preference of 10 percent** will be given to any Bidder who provides evidence as set forth in Exhibit A.1 – Certifications and Assurances Form that the that Bidder qualifies as a Washington Department of Veterans' Affairs Certified Veteran-Owned Business. **Note:** This preference does not apply if federal funds are being used. See section 3.5 Funding for funding source information.

### Washington State Certified Small Businesses

In accordance with the intent of Chapter 39.26.005 RCW, the State encourages the purchases of goods and services from Washington small businesses. Small business, mini-business, and micro-business are defined in RCW Chapter 39.26.010 (22), (17), and (16) respectively. Go to <http://apps.leg.wa.gov/RCW/default.aspx?cite=39.26.010>. All qualified state small business types are encouraged to register and identify themselves in the Washington Electronic Business Solution (WEBS). <https://des.wa.gov/sell/how-work-state/register-bid-opportunities>

- A. **A preference of 10 percent** will be given to any Bidder who provides evidence as set forth in Exhibit A.1 – Certifications and Assurances Form that the that Bidder qualifies as a Washington State Small Business. **Note:** This preference does not apply if federal funds are being used. See section 3.5 Funding for funding source information.

## 4.7 EVALUATION WEIGHTING AND SCORING

CRITERIA	MAXIMUM POINTS
<b>RESPONSIVENESS</b>	
SECTION 1.3 – MINIMUM QUALIFICATIONS	PASS/FAIL
SECTION 4.3– BIDDER’S CERTIFICATION AND ASSURANCES FORM (EXHIBIT A.1)	PASS/FAIL
SECTION 4.4 – WAGE COMPLIANCE LAW (EXHIBIT A.1)	PASS/FAIL
SECTION 4.1 – RESPONSIVENESS	PASS/FAIL
<b>SPECIFICATIONS</b>	
EXHIBIT A.2 SOLICITATION SPECIFICATIONS FORM – REQUIRED	PASS/FAIL
<b>QUALIFICATIONS</b>	
EXHIBIT A.2 SOLICITATION SPECIFICATIONS FORM – CURRENT/FORMER STATE EMPLOYEE	PASS/FAIL
EXHIBIT A.2 SOLICITATION SPECIFICATIONS FORM – REFERENCES	40
<b>COST PROPOSAL</b>	
SECTION 3.6 – TOTAL COST	60
<b>SUB-TOTAL</b>	<b>100</b>
<b>PREFERENCES</b>	
SECTION 4.5 – EXECUTIVE ORDER 18-03 WORKER’S RIGHTS (EXHIBIT A.1)	5
<b>TOTAL POSSIBLE W/PREFERENCES</b>	<b>105</b>

SOLICITATION EXHIBITS

**EXHIBIT A.1 – Bidder’s Certification and Assurances Form**

EXHIBIT A.2 – Bid Specification Form

EXHIBIT A.3 – AD-1048 Federal Debarment Form

EXHIBIT A.4 – Cost Proposal

EXHIBIT B – Draft Contract



## EXHIBIT A.1 – BIDDER’S CERTIFICATION AND ASSURANCES FORM

### BIDDER INFORMATION

Business Name:					
Name of Authorized Representative:					
Address:					
City:		State:		Zip:	
Cell Phone:					
Office Phone:					
E-mail:					
TIN (Tax Identification Number): <a href="#">Internal Revenue Service</a>					
WA UBI (Unified Business Identifier): <a href="#">WA Department of Licensing</a>	<b>Washington State Farm Labor Contractors License</b>  <b>United States Department of Labor Farm Labor Contractors License</b>				
<a href="#">WA Labor &amp; Industries</a> Account #					
<a href="#">WA State Farm Labor Contractors</a> License #				Expiration Date:	
<a href="#">United States Department of Labor</a> Farm Labor Contractors License#				Expiration Date:	

ALL IN-STATE VENDORS MUST BE LICENSED TO DO BUSINESS IN WASHINGTON STATE.  
 OUT-OF-STATE VENDORS SHOULD SEEK GUIDANCE FROM [WA DEPARTMENT OF LICENSING](#) FOR SPECIFIC UBI REQUIREMENTS.

Bidder makes the following certifications and assurances as a required element of the bid 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):

1. **UNDERSTANDING.** Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Solicitation (including all exhibits) and the terms and conditions of the Contract and any amendments or clarifications to the Competitive Solicitation, and agrees to abide by the same.
2. **ACCURACY.** Bidder declares that all answers and statements made in the bid are true and correct.
3. **NO COLLUSION OR ANTI-COMPETITIVE PRACTICES.** The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Bidder may freely join with other persons or organizations for the purpose of presenting a single bid.
4. **FIRM OFFER.** The attached bid is a firm offer for a period of 90 calendar days following receipt, and it may be accepted by the Agency without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
5. **CONFLICT OF INTEREST.** In preparing this bid, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this bid 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. **NO REIMBURSEMENT.** Bidder understands that the Agency will not issue reimbursement for any costs incurred in the preparation of this bid. All bids become the property of the Agency, and the Bidder claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this bid.
7. **DISCLOSURE.** Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the bidder prior to award, directly or indirectly to any other Bidder or to any competitor.
8. **PERFORMANCE.** Bidder agrees that submission of bid documents, quotation and/or proposal constitutes acceptance of the solicitation contents, including all attached or linked terms and conditions. If there are any exceptions to these terms and conditions, the Bidder has described those exceptions in detail on a page attached to Bidder's submission documents.

- 9. HARASSMENT.** Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment: [https://www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy.pdf](https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf)
- 10. RESTRICTING COMPETITION.** No attempt has been made or will be made by the Bidder to persuade any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- 11. REFERENCES.** Bidder grants the Agency the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the goods delivered or services rendered contemplated in this procurement.
- 12. LICENSED IN WASHINGTON STATE.** Bidder will become licensed to do business in the State of Washington (if applicable) prior to providing delivered goods or rendered services to DNR.
- 13. PREVIOUS STATE EMPLOYEES.** 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, list their name(s) on a separately attached page. WAC 415.02.325 RCW 41.50.139
- 14. DEBARMENT.** Bidder certifies as follows (must check one):
- NO DEBARMENT. Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity.

OR

  - DEBARRED. As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.
- 15. CRIMINAL OFFENSE.** Bidder certifies as follows (must check one):
- NO CRIMINAL OFFENSE. Bidder and its officers, directors, and managers have not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder or such officers, directors, and managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder and its officers, directors, and managers

are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

- CRIMINAL OFFENSE. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder or its officers, directors, or managers have been convicted or had a civil judgment rendered against Bidder or such officers, directors, or managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

**16. TERMINATION FOR DEFAULT OR CAUSE.** Bidder certifies as follows (must check one):

- NO TERMINATION FOR DEFAULT OR CAUSE. Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR

- TERMINATION FOR DEFAULT OR CAUSE. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

**17. TAXES.** Bidder certifies as follows (must check one):

- TAXES PAID. Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

OR

- DELINQUENT TAXES. As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

**18. FINANCIALLY SOLVENT.** Bidder certifies as follows (must check one):

- FINANCIALLY SOLVENT. Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Competitive Solicitation.

OR

- NOT FINANCIALLY SOLVENT. As detailed on the attached explanation (Bidder to provide), Bidder is not financially stable and solvent – i.e., Bidder does not have adequate cash reserves to meet all financial obligations, has commenced bankruptcy proceedings voluntarily or otherwise, or is subject to a judgment, lien, or encumbrance that affects title to the Goods or Services that are the subject of this Competitive Solicitation.

**19. LAWFUL REGISTRATION.** Bidder, if conducting business other than as a sole proprietorship certifies as follows (must check one):

**NOTE:** This certification applies only to bidders that are organized as separate legal entities (e.g., a corporation, partnership, Limited Liability Company). If bidder is a sole proprietor, this certification should not be answered.

- CURRENT LAWFUL REGISTRATION. Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports.

OR

- DELINQUENT REGISTRATION. As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.

**20. REGISTRATION WITH WASHINGTON SECRETARY OF STATE.** Bidder, is conducting business other than as a sole proprietorship, certifies as follows (must check one):

**NOTE:** This certification applies only to bidders that are organized as separate legal entities (e.g., a corporation, partnership, Limited Liability Company). If bidder is a sole proprietor, this certification should not be answered.

- BIDDER IS REGISTERED WITH WASHINGTON SECRETARY OF STATE. Bidder is registered with the Washington Secretary of State and is in good standing.

OR

- BIDDER WILL REGISTER WITH WASHINGTON SECRETARY OF STATE. Bidder is not registered with the Washington Secretary of State but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington Secretary of State and obtain a UBI number within twenty-four (24) hours of such designation or notification by the Agency or be deemed a nonresponsive bid.

OR

- BIDDER IS NOT REGISTERED WITH WASHINGTON SECRETARY OF STATE. Bidder is not registered with the Washington Secretary of State and Bidder declines to register with the Washington Secretary of State.

**21. REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE.**  
Bidder certifies as follows (must check one):

- BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington.

OR

- BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue and obtain a business license within twenty-four (24) hours of such designation or notification by the Agency or be deemed a nonresponsive bid.

OR

- BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue.

**22. WAGE THEFT PREVENTION.** Bidder certifies as follows (must check one):

- 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 a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

- Violations of Wage Laws. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

**23. WORKERS' RIGHTS (EXECUTIVE ORDER 18-03).** Bidder certifies as follows (must check one):

- No Mandatory Individual Arbitration Clauses and Class or Collective Action Waivers for Employees. Bidder 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.

OR

- Mandatory Individual Arbitration Clauses and Class or Collective Action Waivers for Employees. Bidder requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

**24. WASHINGTON STATE CERTIFIED SMALL BUSINESS.** Bidder certifies as follows (must check one):

- Washington Small Business. Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, Bidder must meet three (3) requirements:
- Location. Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.
  - Size. Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years.
  - WEBS Certification. Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution (WEBS).

OR

- Not Washington Small Business. Bidder is not a Washington Small Business as defined in RCW 39.26.010.

**25. WASHINGTON STATE CERTIFIED VETERAN-OWNED BUSINESS.** Bidder certifies as follows (must check one):

- Certified Veteran-Owned Business. Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:
- 51% Ownership. Bidder must be at least fifty-one percent (51%) owned and controlled by:
    - a. A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where

applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;

- b. A person who is in receipt of disability compensation or pension from the department of veterans affairs; or
- c. An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
- Washington Incorporation/Location. Bidder must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
- WEBS Certification. Bidder must have certified its Veteran-Owned business status in Washington’s Electronic Business Solution (WEBS).
- WDVA Certification. Bidder must have provided certification documentation to the Washington Department of Veterans’ Affairs WDVA and be certified by WDVA and listed as such on WDVA’s website (WDVA – Veteran-Owned Businesses).

OR

- Not a Certified Veteran-Owned Business. Bidder is not a Certified Veteran-Owned Business under RCW 43.60A.190.

**26. MINORITY AND WOMEN OWNED PARTICIPATION (must check one)**

- Minority Owned Business
- Women-Owned Business
- None of The Above



I hereby certify, under penalty of perjury under the laws of the State of Washington, that I am authorized to make these certifications and assurances on behalf of the firm listed herein.

---

PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID

---

SIGNATURE OF AUTHORIZED PERSON

DATE SIGNED

---

PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM

---

TITLE OF PERSON SIGNING CERTIFICATE

---

PRINT COUNTY AND STATE WHERE SIGNED

RETURN FORM TO: BID COORDINATOR WITH YOUR BID

## EXHIBIT A.2 – BID SPECIFICATION FORM

SPECIFICATIONS - REQUIRED (PASS / FAIL)	
All Bidders are <b>REQUIRED</b> to check each box verifying that the service meets the required specification identified.	
CHECK FOR VERIFICATION	REQUIRED SPECIFICATION(S)
<input type="checkbox"/>	Bidder’s firm possesses a current year <b>Washington State Farm Labor Contractors License</b> and/or proof of application for license renewal for the subsequent year (for more information visit <a href="http://www.lni.wa.gov">http://www.lni.wa.gov</a> ). A photocopy of this license is attached to the bid. The license meets the following requirements: a) License type – Forestation/Reforestation b) Surety Bond Amount – at least \$10,000 for the coverage of greater than 10 workers c) A vehicle insurance authorization for the transport of workers.
<input type="checkbox"/>	Bidder’s firm possesses a current <b>United States Department of Labor Farm Labor Contractors License</b> and/or proof of application for license renewal for the subsequent licensing period ( <a href="https://www.dol.gov/whd/mspa">https://www.dol.gov/whd/mspa</a> ). A photocopy of this license is attached to the bid.
<input type="checkbox"/>	Bidder is able to supply a minimum of 8 workers each business day and has sufficient labor resources to complete all work prior to the conclusion of the contract term.
<input type="checkbox"/>	Bidder is able to supply work crews that are adequately licensed by the Washington State Department of Agriculture to apply herbicides. A photocopy of this license is attached to the bid.
<input type="checkbox"/>	Bidder Confirms that neither it nor any of its principals, are presently debarred suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participation in any contract with the Federal Government. A Signed Copy of the AD 1048, Federal Debarment and Suspension form is attached to the bid.
<b>QUALIFICATIONS – CURRENT/FORMER STATE EMPLOYEE (PASS / FAIL)</b>	
Identify any current or former state employees employed or on the firm’s governing board as of the date of the date of bids submittal. Include their position and responsibilities within the Bidders organization. If following a review of this information, it is determined by the Agency that a conflict of interest exists, the Bidder may be disqualified from further consideration for the award of a contract.	
FORMER STATE EMPLOYEE NAME:	

POSITION WITHIN BIDDERS FIRM:	
RESPONSIBILITY WITHIN BIDDERS FIRM:	
<p><b>QUALIFICATIONS - REFERENCES (SCORED)</b>                  Demonstrating reliability, professionalism, capability.</p> <p><b><u>Bidder shall furnish a minimum of one reference</u></b> that the Agency can check in order to assure the Bidder is capable of performing the work described in Exhibit B – Draft Contract with a high level of quality and professionalism. Two areas of particular interest during the reference check process include the Bidder’s work quality on previous contract work and the Bidder’s reliability supplying a sufficient number of capable workers on a daily basis.</p> <p>A reference can be either 1) identifying information for a DNR silviculture contract completed in the past 2 years where the Bidder performed work similar to that described in the Draft Contract (Exhibit B), and/or 2) contact information for a landowner the Bidder has recently completed work similar to that described in the Draft Contract (Exhibit B).</p> <p>Bid evaluators will refer to past DNR silviculture contract performance reviews and information obtained through reference checks with other landowners in the bid scoring process. Failure to submit references will result in the bid packet being rejected.</p>	

(Note: By submitting a bid the Bidder grants permission to the Agency to contact these references and others, who from the Agency’s perspective, may have pertinent information.)

<p><b>Reference up to two (2) DNR silviculture contracts recently completed by the Bidder, if available. If possible, refer to contracts where similar work was performed.</b></p>	
Contract #:	Contract #:
DNR region:	DNR region:
Type of Services Performed:	Type of work:

<b>Contact information and description of services provided for up to three (3) other landowners where the Bidder has recently completed similar types of work.</b>	
Contact Name of Reference #1:	Contact's E-mail:
Contact's Phone Number:	Name of Bidder's lead 'foreperson' who is known to this Reference:
Time Frame of Services Provided:	Budget for Services Performed by Bidder:
Type of Services Performed:	
(This space reserved for AGENCY use)	

Contact Name of Reference #2:	Contact's E-mail:
Contact's Phone Number:	Name of Bidder's lead 'foreperson' who is known to this Reference:
Time Frame of Services Provided:	Budget for Services Performed by Bidder:
Type of Services Performed:	
(This space reserved for AGENCY use)	

Contact Name of Reference #3:	Contact's E-mail:
Contact's Phone Number:	Name of Bidder's lead 'foreperson' who is known to this Reference:
Time Frame of Services Provided:	Budget for Services Performed by Bidder:
Type of Services Performed:	
(This space reserved for AGENCY use)	

## EXHIBIT A.3 – AD-1048 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This form is available electronically.

OMB Control No. 0505-0027

Expiration Date: 04/30/2022



### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

**AD-1048**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.*

**(Read instructions on page two before completing certification.)**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

*In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.*

*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.*

**Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## EXHIBIT A.4 – COST PROPOSAL

**INSTRUCTIONS:** Bids should include all costs related to the completion of the Work. A Bid Price per Item and an Item Total must be entered for all of the Items on the Bid Form. Each Item Total is calculated by multiplying the Acres by the Bid Price Per Acre. All Item Totals must be summed and entered as the Total Bid Price. In the event of a difference between the sum of all Item Totals and the Total Bid Price, the individual Item Totals shall prevail. This Cost Proposal must be signed by an authorized representative of the Bidder’s firm. Incomplete or unsigned bids may be rejected. Actual payment is determined by work performance described in the Draft Contract (Exhibit B).

At the following rates, the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of this IFB.

<b>Item Number</b>	<b>Item Name</b>	<b>Acres/Miles</b>
1	Dennie Ahl Orchard	138 Acres
	<b>Total Acres:</b>	<b>138</b>
	<b>Total Miles:</b>	

\*refer to Section II of the Draft Contract (Exhibit B) for more information on treatment units and required herbicides.

\_\_\_\_\_  
 PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID

\_\_\_\_\_  
 SIGNATURE OF AUTHORIZED PERSON

\_\_\_\_\_  
 DATE SIGNED



# **EXHIBIT B: Draft Contract #7023**



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Good Neighbor Authority Federal Lands Section  
Olympic National Forest

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**Dennie Ahl Seed Orchard Ground Herbicide Application Contract  
#7023**

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**Contract Manager:** Eddie Silahua

**PI:** 6G4

**OMWBE:**  Small Business  Veteran Owned  Not Applicable

**Procurement method (Select one):**

DES Statewide Contract

Direct Buy

Sole Source

Solicitation (IFB 7023)

Emergency

Exempt

---

**Contractor Info:**

Enter Contractor Name

Enter Contractor Address

Enter City, State Zip Code

**Phone:** Enter Contractor Phone Number

**Email:** Enter Contractor Email

**WA State UBI Number:** Enter UBI Number

**Federal Taxpayer Identification Number:** Enter Tax ID Number

**Statewide Vendor # (SWV):** Enter SWV #

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**ContractDigest:**

- Definitions

**SECTION I – CONTRACT CLAUSES**

- A. General Provisions
- B. Specifications for the Activity
- C. Compliance Inspection and Payments

**SECTION II – MAPS AND UNIT INFORMATION**

- A. Unit Descriptions
- B. Unit Maps
- C. Vicinity Map
- D. Cost Proposal

**SECTION III – CONTRACT SIGNATURES PAGE**

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This Ground Herbicide Application Contract #7023 is entered into between Contractor and the Washington State Department of Natural Resources (DNR) for Work on U.S. Forest Service land according to Supplemental Project Agreement #23-GN-11060900-005, #92-105550 under the authority provided in 16 USC § 2113a (Good Neighbor Authority).

## DEFINITIONS

**'Agent'** means personnel authorized to act on behalf of the Agency for matters contained within.

**'Bid, Quotation, and/or Proposal'** means a formal offer, submitted by an individual or entity, in response to a solicitation issued for goods or services by the Agency.

**'Buffer Zone'** means an area designated to be left along watercourses where surface water is present and sensitive plant communities in which there will be no herbicide application occurring

**'Compliance Forester'** means the DNR staff person(s) identified in the Pre-Work Conference who perform the compliance inspections, approve Work, recommend payment to the Contract Manager, and manage the Work Schedule.

**'Contract Manager'** means the DNR staff person who processes this contract, makes payments, provides and facilitates dispute resolution, provides technical advice to the Compliance Forester, and is the first point of contact for questions relating to this contract or interpretation of Work. The Contract Manager may perform the duties of the Compliance Forester.

**'Contractor'** means the business entity engaged with DNR to complete the terms of this contract.

**'DNR'** means the Washington State Department of Natural Resources, acting through an authorized employee.

**'Designated Contract Representative(s)'** means those individual(s) designated by the Contractor on the Pre-Work form during the Pre-Work Conference.

**'Force Majeure'** means those acts that are unforeseeable and beyond the control of either party to the contract. Acts of Force Majeure include, but are not limited to acts of God, the public enemy, fire, or other casualty.

**'Pre-Work Conference'** is the meeting between DNR and Contractor after award of the contract and before commencement of Work. Its purpose is to agree upon logistics and the Work Schedule.

**'State Forester'** means the person appointed by the Commissioner of Public Lands as the Washington State Forester and Deputy Supervisor for Wildfire. The State Forester may perform the duties of the Contract Manager.

**'Unit'** is the individual geographical area on which Work will be done. Each Unit is specifically identified by number on the Unit Description (Section II-A), corresponding Unit Map (Section II-B), and Cost Proposal (Exhibit A.4).

**'Unit Bid Price'** is the rate per acre, written in the Unit Bid Price column of the Bid Form (Exhibit A.4).

**'Work'** means the services the Contractor is required to satisfactorily complete in this contract, according to the requirements of Section I (Contract Clauses), and within the Units described in Section II (Maps and Unit Information).

**'Work Schedule'** means the approved order and timeline for how the requirements of this contract, including Work on individual Units or groups of Units, will be fulfilled by the Contractor.

## **SECTION I-A: GENERAL PROVISIONS**

### **A-01 Contractor's Warranty**

Contractor warrants that it has had an opportunity to fully inspect the contract area and enters this contract based upon its own judgment of the costs of performing the Work, formed after its own examination and inspection. Contractor also warrants to DNR that it enters this contract without any reliance upon estimates, acreage, pre-bid documentation, or any other representation by DNR, including but not limited to:

- A. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- B. Availability of labor, water, electric power, and road;
- C. Uncertainties of weather, river stages, tides, or similar physical conditions at the Unit(s);
- D. The confirmation and conditions of the ground;
- E. Seasonal conditions that may affect the timing and use of materials needed for the Work;  
and
- F. The character of equipment and facilities needed to complete the Work.

Any failure of Contractor to take the actions described in this Clause will not relieve Contractor from responsibility for properly estimating the cost of completing this contract.

### **A-02 Modifications**

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Contractor and DNR to become effective.

### **A-03 Contract Complete**

This contract is the final expression of the parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract, except, the State Forester may modify or cancel this contract pursuant to A-07 without a writing signed by the Contractor.

### **A-04 Road Easement and Road Use Permit Requirements**

Contractor agrees to comply with the terms and conditions of the attached:  
None associated with this contract.

### **A-05 Scope of DNR Advice**

No advice by any agent, employee, or representative of DNR regarding the method or manner of performing shall constitute a representation or warranty that said method, manner or result thereof will conform to the contract or be suitable for Contractor's purposes under the contract.

Contractor's reliance on any DNR advice regarding the method or manner of performance shall not relieve Contractor of any risk or obligation under the contract. Contractor retains the final responsibility for its operations under this contract and DNR shall not be liable for any injuries resulting from Contractor's reliance on any DNR advice regarding the method or manner of performance.

**A-06 Performance Security**

Contractor agrees to furnish, within ten (10) business days of receipt of the award letter, security in the amount of ten percent (10%) of the total awarded contract price. The security shall be in the form of certified check or cashiers' check made payable to the Washington State Department of Natural Resources, an irrevocable letter of credit, or a savings account assignment. A letter of credit must comply with Title 62A RCW, Article 5. This security guarantees performance of this contract and payment of any damages resulting from Contractor's noncompliance with any contract provisions, negligent or imprudent actions, or the law. Performance security must remain in full force over the duration of the contract. In the event DNR needs to utilize the security, Contractor may be required to replace the portion(s) utilized within five (5) business days of receiving written notice from DNR. Contractor shall not operate unless the performance security has been accepted by DNR. If at any time DNR decides that the security document or amount has become unsatisfactory, Contractor agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to DNR or to supplement the amount of the existing security.

**A-07 Contract Cancellation**

The State Forester reserves the right to cancel this contract at any time, in part or whole, without cause or consent from the Contractor. Contractor shall be paid only for Work performed satisfactorily prior to cancellation of the contract.

**A-08 Attachments**

The following attached documents are hereby incorporated by reference:

- A. Invitation for Bid #7023 including final Bid Documents (Exhibit B) with signatures.
- B. A driving map and site map are attached that give directions to the site and includes pollinator habitats that are to be left out of any spray work.

**A-09 Compliance with all Laws**

Contractor shall comply with all laws and regulations of the United States, State of Washington, and counties where the Work is located. Contractor will make any payments, contributions, remittances, and reports or statements required under those laws. Contractor will make any payments, contributions, remittances, and reports or statements required under those laws.

**A-10 Licenses and Permits**

Contractor shall, without additional expense to DNR, obtain all required licenses and permits necessary for executing the contract.

**A-11 Indemnity**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless DNR and all officials, agents and employees of DNR, from and against all claims 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 attorneys' 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 Contractors' 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.

## **A-12 Insurance Coverage**

Before using any of said rights granted herein and its own expense, CONTRACTOR shall purchase and maintain the insurance described below for the entire duration of this Agreement. For all required coverage, certificates evidencing such insurance, and bearing endorsements requiring notice to DNR prior to any change or cancellation as set forth in this clause, shall be furnished to DNR prior to Contractor's commencement of any Work under the Contract. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

CONTRACTOR shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Contract Number and the name of the DNR Contract Manager. Contractor shall also provide renewal certificates as appropriate during the term of this Agreement.

CONTRACTOR shall include coverage for all agents as insured under all required insurance policies or shall provide separate certificates of insurance for agent. Failure of CONTRACTOR to have its agents comply with the insurance requirements contained herein does not limit CONTRACTOR's liability or responsibility.

**INSURANCE TYPES & LIMITS:** The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: CONTRACTOR shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's liability ("Stop Gap") Insurance: CONTRACTOR shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: CONTRACTOR shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less

than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." CONTRACTOR waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): CONTRACTOR shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. CONTRACTOR waives all rights of subrogation against State for recovery of damages to the extent they are covered by State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, Compliance Forester reserves the right to shut down the Work Site when any condition of imminent danger is present, during which time work shall not be performed. The Work Site will remain shut down until the danger has been removed.

**ADDITIONAL PROVISIONS:**

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

- A. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
- B. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If CONTRACTOR is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that CONTRACTOR's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of CONTRACTOR is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: CONTRACTOR waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

**A-13 Safety Compliance**

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.

- A. During the contract performance, Contractor shall protect the lives and health of workers performing the Work and other persons who may be affected by the Work and prevent damage to property at the Unit or adjacent to it. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. This includes, but is not limited to, compliance with laws and regulations under the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), the Federal Occupational Safety and Health Administration (OSHA), and of the Washington State Department of Labor and Industries (L&I).
- B. In an emergency affecting the safety or life of its workers or adjoining property, Contractor is responsible to act to prevent such threatened loss or injury. Within 24 hours of any emergency, Contractor shall notify the Compliance Forester. Contractor shall prepare an incident report and submit it to DNR's State Forester within five (5) business days following an emergency if directed to do so by the Compliance Forester.
- C. The Compliance Forester reserves the right to shut down the work site due to Contractor's failure to comply with the requirements of this clause; when any condition of imminent danger to the safety of any workers, or to federal or other property, is present; or if necessary to provide for the public safety or to protect natural resources. The work site will remain shut down until the Compliance Forester determines it is safe for operations to start up again.

**A-14 Venue**

Disputes arising under this contract shall be brought in the State of Washington and the venue shall be Thurston County.

**A-15 Dispute Resolution**

Before initiating any litigation over the terms of this contract, Contractor commits to the following process:

- A. Any concerns or disputes which Contractor has relating to this contract shall first be brought to the attention of the Compliance Forester.
- B. If the Compliance Forester is unable to resolve the dispute to Contractor's satisfaction, Contractor will notify the Contract Manager in writing of its dispute with specificity. The Contract Manager will review and provide a written suggestion for resolution within ten (10) business days.
- C. If Contractor is not satisfied with the Contract Manager's response, it will notify the Region Manager in writing of its dispute. The Region Manager will review and set a meeting with Contractor within fifteen (15) business days, unless Contractor agrees to a longer period. After the meeting, the Region Manager will provide a written response.

**A-16 Subcontracting**

Contractor shall not enter into any subcontract or assignment of this contract.

**A-17 Nondiscrimination**

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



Noncompliance or refusal to comply with any nondiscrimination law:

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

#### **A-18 Pre-Work Conference**

Contractor shall attend a Pre-Work Conference before beginning Work. The Compliance Forester will notify Contractor of the time and place of the Pre-Work Conference.

#### **A-19 Purpose of the Pre-Work Conference**

The purpose of the Pre-Work Conference is for DNR and Contractor to agree upon and document the following on the Pre-Work Conference Form:

- A. Name(s) and contact information for Contractor and Designated Contract Representative(s), including all personnel authorized to sign Unit completion forms and payment invoices;
- B. Names(s) and contact information for the Contract Manager and Compliance Forester(s);
- C. The Work Schedule for this contract;
- D. Time interval(s) at which Units will be processed for payment; and

E. Clarification of any unique requirements or conditions of the Work within this contract prior to commencing Work.

**A-20 Work Delay**

Contractor shall promptly notify the Compliance Forester of any actual or anticipated event which is delaying or could delay the Work, including the expected duration of the delay, the anticipated effect of the delay on the schedule, and the action being or to be taken to get back on schedule. The notification does not relieve Contractor of its obligation to complete the Work within the time required by this contract.

**A-21 Non-conformances with Work Schedule**

If Contractor is not in conformance with the Work Schedule for reasons other than acts of Force Majeure, Contractor shall bring its activities into conformance with the schedule or request the Compliance Forester to revise the schedule to reconcile with the actual progress of the Work. The Compliance Forester may require a meeting prior to granting a revision. A revision to the Work Schedule for one Unit shall not change the timing for any other Unit unless expressly authorized. In the event the Contractor stops Work or if the initial start-up is delayed for a period of one (1) week or more, a new Pre-Work Conference may be required.

**A-22 Work Days**

Work shall only proceed on regular Monday through Friday work days. Work on weekends or on designated State or Federal holidays requires written permission from the Compliance Forester.

**A-23 Breach of Contract**

Contractor's unsatisfactory performance of contract requirements shall constitute breach of contract. DNR may require reworking of portions of Unit(s), or withhold funds from the performance security.

**A-24 Default of Contract**

Contractor's breach of contract or failure to comply with the Work Schedule may lead to default of contract. If DNR determines that the contract is in default, it may exercise its right to terminate the contract, with forfeiture of performance security, and/or make a claim for damages.

**A-25 Washington State Forest Fire Protection Requirements**

Contractor and workers shall be familiar with the Washington State Forest Fire Protection Requirements and adhere to them. These requirements are found in:  
[Revised Code of Washington Chapter 76.04](#)

**A-26 Inspection**

DNR may inspect the Units for adherence to regulations and presence of fire tools. Any inspections by DNR shall not limit Contractor's liability for failure to adhere to applicable regulations.

**A-27 Spark Arresters**

All of Contractor's spark emitting engines will be equipped with spark arresters.

**A-28 Open Fires**

Contractor shall not build any open fires at any time of the year in the contract area without first obtaining written permission from the Compliance Forester.

**A-29 Removal of Merchantable Products**

Contractor is prohibited from removing merchantable or potentially merchantable products from the Units for commercial use. Separate approval by agreement or contract with DNR is required for removal of firewood, poles, posts, and other merchantable or potentially merchantable material.

**A-30 Garbage**

Contractor shall dispose of garbage brought onto DNR lands in garbage disposal areas meeting all state, county, and local requirements. Garbage includes materials used for equipment maintenance, abandoned equipment, containers, and other expended materials.

**A-31 Camping**

Contractor is prohibited from using or authorizing its workers to camp on DNR or U.S. Forest Service managed lands outside of designated camp grounds.

**A-33 Term of Contract**

The term of this contract is from the date of execution through Wednesday, July 31, 2024. The contract shall not be extended without written permission approval from the State Forester. Contractor acknowledges that DNR is under no obligation to extend this contract at the expiration of the term.

**A-34 Timing Restrictions:**

No operations will be permitted from December 1<sup>st</sup> to May 1<sup>st</sup> unless written approval is granted by the Contract Manager.

**A-35 Removal of Equipment and Personal Property**

The Contractor shall remove equipment and other personal property from Federal Government lands upon termination or expiration of the Contract. Any equipment or personal property remaining on Government land at the end of this period will become the property of DNR, and may be removed and disposed of by DNR at the expense of the Contractor.

**A-36 State Suspends Operation**

The Contract Manager may suspend any operation of Contractor under this contract when the State is suffering, or there is a reasonable expectation the State will suffer environmental, monetary, or other damage if the operation is allowed to continue.

**A-37 Suspension of Work**

Whenever the Compliance Forester determines that environmental or physical conditions become unsuitable to conduct any Work, the Contractor shall move to another area identified by the Compliance Forester. When no other area is available, DNR may suspend work. When in the opinion of the Compliance Forester conditions are again suitable, the Contractor will be given approval to resume Work.

**A-38 Harassment**

*DNR CONTRACTORS hereby have access to DNR's Policies:*

*Per [RCW 43.01.135](#), Sexual harassment in the workplace, DNR contractors hereby have access to DNR Policy PO01-052 Sexual Harassment, linked below:*

[https://www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy.pdf](https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf)

*DNR's Policy PO01-051 Safe and Respectful Workplace, linked below, outlines DNR's commitment and the expectations for contractors:*

[www.dnr.wa.gov/publications/em\\_safe\\_respectful\\_workplace\\_policy.pdf](http://www.dnr.wa.gov/publications/em_safe_respectful_workplace_policy.pdf)

*DNR's Policy PO01-037 Harassment Prevention, linked below, outlines DNR's commitment and the expectations for contractors:*

[www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy\\_037.pdf](http://www.dnr.wa.gov/publications/em_harassment_prevention_policy_037.pdf)

**A-39 General and Tax Liability**

Contractor agrees to pay all federal and state taxes arising from the performance of this Contract.

**A-40 Retention of Records**

Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of services described, for a period of six years following the date of final payment. If any litigation, claim or audit is started before the expiration of the six year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

**A-41 Independent Contractor**

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures' or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06 or RCW 51.

**A-42 Human Trafficking**

Contractor, and Contractor's employees, may not: (i) engage in severe forms of trafficking in persons during the period of time that the Contract is in effect; (ii) procure a commercial sex act during the period of time that the Contract is in effect; or (iii) use forced labor in the performance of the Contract. The terms used in this clause shall be as defined in 2 CFR § 175.15. The Contractor must immediately inform DNR of any information received from any source alleging a violation of this clause. DNR may unilaterally terminate this Contract, without penalty, in the case of a violation of this clause.

**A-43 Federal Debarment and Suspension**

Contractor certifies by signature of its authorized representative as affixed below, that neither it nor any of its principals, are presently debarred suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participation in any contract with the Federal Government.

## **SECTION I-B: SPECIFICATIONS FOR THE ACTIVITY**

Contractor shall perform Invasive Species Herbicide Application (ISHA) work as described below.

### **B-01 Precedence between Sections**

Section I-B covers the general standards that apply over the whole contract. If a change is required on a site by site basis those differences will be outlined on the Unit Description Form (Section II-A). The site specific details found on the Unit Description Form should take precedence over these general guidelines when they exist. If special requirements noted in the Unit Description conflict with requirements in this Section, the special requirements will prevail.

### **B-02 Boundaries**

The boundaries depicted on Unit Map (Section II-B) delineate the application area. Contractor is responsible for completing all Work to boundaries. The application boundaries will consist of easily identifiable features (including but not limited to roads, streams, or abrupt changes in forest type or age). Pink flagging will be used for pollinator habitat areas created by the Forest Service and are to be excluded from any spray work within this boundary. Contractor is responsible for understanding the location of all boundaries. Failure to complete Work to boundaries in any Unit renders work in that Unit incomplete, and no payment will be made to Contractor for any Work on that Unit. No payment will be provided for Unit(s) with Work that extends beyond Unit boundaries. Work extending beyond Unit boundaries will be considered breach of contract. See Clause A-23, above.

### **B-03 Workers, Supervision, Equipment, and Materials**

Contractor shall provide all of the following:

- A. A minimum crew size of 8 workers, and a maximum crew size of 20 workers, unless otherwise approved by the Compliance Forester;
- B. Adequate crew supervision, including at least one qualified non spraying, English speaking foreperson per crew, unless otherwise allowed by the Compliance Forester. The foreperson must have one season (at least three (3) months) of spraying experience. Documentation of a foreperson's experience shall be provided to DNR upon request;
- C. A licensed Commercial Operator or Applicator in the Work area when herbicide is being applied.
- D. Transportation for all workers, equipment, and materials to the Units.
- E. Serviceable equipment to satisfactorily accomplish treatment of acres described in the Unit Description.
- F. All safety equipment needed to meet all legal requirements for the Work.
- G. All approved herbicides for the Work and carrier as specified in the Unit Description(s).

- H. Liquid coloring agent if specified in the Unit Description(s). Liquid coloring agent shall be "BullsEye" (blue or red) manufactured by Milliken Chemicals; an equivalent product or flagging may be substituted if approved in writing by DNR.
- I. Other specific requirements for equipment and materials:
  - A. Capacity to provide full agitation to ensure adequate and thorough mixing of all chemicals, water, and adjuvants. Prior to starting work, the Contract Manager must approve the method to be used by the Contractor in writing. In some cases, hand mixing may be acceptable. In other cases, motorized agitation may be required.
  - B. Minimum batch mixing capacity is between 40 – 100 gallons at a time.**
    - a. Batching will occur in no more than two containers, both of which must meet all product label specifications for all herbicides specified in the contract.
    - b. All batching containers (drums, barrels, etc.) must be constructed of a non-porous and nonreactive material, be of sturdy construction, be free of defects, leaks, or cracks, and otherwise be in good working condition.
    - c. All batching containers shall also have graduation marks in 5 gallon increments to help measure the contents. Under no circumstances will batch mixing occur within applicator backpacks.
    - d. Approval to change any of these requirements shall only occur with prior written approval from the Contract Manager.

#### **B-04 Herbicide Application Requirements:**

The CONTRACTOR shall be responsible for the following:

- A. To mix and apply herbicide on site consistent with product labels, appropriate laws and regulations, and the Unit Descriptions provided in this contract.
- B. CONTRACTOR shall bear all costs of operation not specifically furnished by the AGENCY.
- C. Upon request, provide a sample of the herbicide solution being applied.
- D. To keep records of each day's application work. The records to be kept shall be in accordance with RCW 17.21.100, Recordkeeping by licensees and agricultural users. The CONTRACTOR shall provide DNR with such records prior to payment for work completed, per terms of Section 5.0, Billing Procedures above, or at any time earlier than that if requested by DNR.
- E. To prevent herbicide from contacting rare plant species and to minimize herbicide contact with desirable native vegetation to the extent possible, including grasses, shrubs, forbs, and trees.
- F. To identify treatment strips, spots, stems or clumps with semi-pennant marker that includes date sprayed and re-entry interval or as specified in the pre-work conference.

- G. To properly dispose of all herbicide solutions, residues and empty containers in accordance with applicable laws.
- H. To cease herbicide application operations when:
  - a. Wind exceeds twelve (10) miles per hour, or
  - b. Air temperature greater than 85 degrees F (or when frost is on vegetation)
  - c. Rainfall causes water to run down stems of target plants, or
  - d. Any other conditions exist that are not consistent with the product label, or
  - e. The Project Manager or Compliance Forester determines spray conditions are unsuitable.
- I. To refrain from applying herbicide to any AGENCY designated buffer area(s). CONTRACTOR will not apply herbicide within 25 feet of surface water. CONTRACTOR will not apply herbicide within 10 feet of rare plant populations (to be indicated by Compliance Forester).
- J. Avoiding any activities what will result in excessive deterioration of ditches, culverts, or roadways.

**B-05 The AGENCY shall be responsible for the following:**

- A. To provide maps, photos or other data included in the Unit Descriptions to complete the necessary work.
- B. To provide a Contract Manager to acquaint the CONTRACTOR with the Unit(s) and to conduct periodic field inspections.

**B-06 CONTRACTOR Safety Responsibilities**

- A. CONTRACTOR is responsible for initiating, maintaining and supervising the additional safety precautions below while also ensuring that workspaces and materials meet the following requirements in connection with the performance of the work.
- B. CONTRACTOR shall maintain an accurate record of exposure data on all incidents relating to the work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. CONTRACTOR shall immediately report any such incident to the AGENCY. The AGENCY shall, at all times, have a right of access to all records of exposure.
- C. CONTRACTOR shall ensure that the use of herbicides authorized by this contract in the performance of the work shall be done in conformance with product labeling. If there is a conflict between product labeling and applicable environmental law, then the applicable law shall apply to **CONTRACTOR's actions**.
- D. CONTRACTOR shall provide all persons working in the work area with information and training on hazardous chemicals to be used in their work at the time of their initial assignment, as well as whenever a new hazard is introduced into their work area.

- a. Information: At a minimum, CONTRACTOR shall inform persons working in the work area of:
  - i. The requirements of Chapter 296-62 WAC, General Occupational Health Standards;
  - ii. Any operations in their work area where hazardous chemicals are present; and
  - iii. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by Chapter 296-62 WAC.
  
- b. Training: At a minimum, CONTRACTOR shall provide training for persons working in the work area which includes:
  - i. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance of odor of hazardous chemicals when being released, etc.);
  - ii. The physical and health hazards of the chemicals in the work area and the appropriate methods for the use of herbicide chemicals used to perform the work;
  - iii. The measures such persons can take to protect themselves from these hazards, including specific procedures the CONTRACTOR, its subcontractors or others have implemented to protect those in the work area from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
  - iv. The details of the hazard communications program developed by CONTRACTOR, or its subcontractors, including an explanation of the labeling system and the material safety data sheet and how employees can obtain and use the appropriate hazard information.
  
- c. Except as otherwise authorized by this contract to carry out the work, CONTRACTOR's responsibility for hazardous, toxic or harmful substances shall include the following duties:
  - i. CONTRACTOR shall not keep, use, dispose, transport, generate, or sell on or about the work area, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state, or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance.
  - ii. CONTRACTOR shall promptly notify the AGENCY of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup.



CONTRACTOR shall promptly notify the AGENCY of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the work area by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party in the work area.

- iii. CONTRACTOR shall perform all work with due regard for the safety of the public, and shall minimize interruptions of vehicular traffic or inconveniences to pedestrians. CONTRACTOR shall be responsible to make all arrangements to care for such traffic. All expenses involved in the maintenance of traffic by way of detours shall be borne by CONTRACTOR.

#### **B-07 Weather Conditions**

Contractor shall be responsible for ceasing operations when product labeling, local industry standards, or other information indicate herbicide treatment may be ineffective or pose an unacceptable risk of noncompliance with applicable laws pertaining to the application of herbicides due to environmental conditions, such as:

- a. Air temperature of less than 40 degrees F or greater than 85 degrees F; or
- b. Wind velocity greater than twelve (10) miles per hour; or
- c. Rainfall causes water to run down stems of target plants; or
- d. The Compliance Forester determines spray conditions are unsuitable.

If any of these conditions exist on the site, the Compliance Forester may direct Contractor or foreperson to cease operations until weather conditions improve.

#### **B-08 Department of Natural Resources Obligations**

DNR shall be responsible for providing a Compliance Forester to acquaint Contractor with the unit(s) and to conduct periodic field inspections, provided that the Compliance Forester shall not limit Contractor's performance of the Work or limit Contractor's liability for its actions under this Contract.

#### **B-09 Other Work Specific Requirements**

##### **A. Starting Date for Work**

Contractor may begin Work any time between May 20<sup>th</sup>, 2024 and July 31<sup>st</sup>, 2024, unless alternative plans are approved by the Contract Manager, or the Compliance Forester.

## **SECTION I-C: UNIT COMPLIANCE INSPECTION AND PAYMENT**

### **C-01 Field Inspections**

The Compliance Forester will conduct periodic inspections. Inspections may be done concurrently with Work but will be completed no later than five (5) business days after Work completion on the Unit. Inspection of the Work performed and payment will be based on acreage completed.

- A. The Compliance Forester will use specifications contained in Section I-B and in the Unit Description to determine if Work performed is satisfactory.
- B. The Compliance Forester may at his/her option, subdivide and inspect, units to determine the acceptability of Work performed. Subdivisions for this purpose will be a minimum of ten (10) acres in size.

### **C-02 Re-work of Unsatisfactory Units**

The Compliance Forester may require Contractor to re-work a Unit on which Contractor's Work performance is not rated satisfactory. The Compliance Forester may require the re-work to be completed prior to starting Work on a new Unit. Reworked areas will be reexamined for contract compliance; the resulting performance rating will supersede the previous performance rating for the area in question.

If Contractor refuses to re-work the Unit, DNR may then pursue its available remedies for either breach (Clause A-23) or default (Clause A-24) of contract. If Contractor re-works the Unit and it is rated unsatisfactory a second time, DNR may consider this breach or default of contract.

The Compliance Forester is not required to give Contractor the opportunity to re-work Unit(s) with unsatisfactory performance ratings. In some cases, DNR may not have the additional staff needed to perform contract compliance for such re-work, and Contractor's overall performance on this contract may indicate that Contractor will be unable to improve the quality of Work enough to justify the additional time and expense of re-working Unit(s). In these cases, the Compliance Forester may choose to simply calculate an appropriate reduction in payment in accordance with Clause C-03-C and allow Contractor to continue Work on other Unit(s).

### **C-03 Payments**

DNR will issue payments after field inspections have been completed. Payments will be made using the following criteria to determine rates and schedules:

#### **A. Payment Schedule**

The DNR shall make payments, in such amounts as DNR determines are properly due in accordance with the Work Schedule. Payments may be made by the month, unit, or by one total payment. Details of payment schedule will be determined in the Pre-Work Conference (Clause A-19) and will be set forth in the Work Schedule which shall become a part of this Contract once approved by DNR. DNR will attempt to comply with the desires and needs of Contractor but assumes no legal duty or obligation to adhere to the schedule of payment so arranged.

#### **B. Partial Payment**

Partial Payment may be made upon completion of part of a unit as determined by DNR. Request for partial payment is to be made by Contractor utilizing Contractor's Billing Invoice and Compliance Report provided by DNR. Contractor or Designated Contract Representative shall sign Contractor's Billing Invoice and Compliance Report after completion of each such "sub-unit" being submitted for payment. DNR will then make payment recommendations for the invoice and forward Contractor's Billing Invoice and Compliance Report to DNR's Region office for processing.

**C. Unit Completion Form**

Contractor or Designated Contract Representative shall sign the Unit completion form after completion of each partial Unit being submitted for payment, or at the conclusion of Work and completion of the Compliance Inspection for each Unit. The Compliance Forester will make payment recommendations for the invoice and forward the Unit completion form to the Contract Manager for processing.

**D. Verification Traverse**

If a Unit's acreage is disputed, Contractor may request a verification traverse by DNR. The request must be in writing and signed by Contractor. DNR will base the rate of pay on the acres determined from the verification traverse. If the net acres specified in the Unit Description (Section II-A) are correct within plus or minus five percent ( $\pm 5\%$ ) after the verification traverse, Contractor shall pay for the verification traverse at a rate of ten dollars (\$10.00) per one hundred (100) feet of traversed boundary.

**E. Reduction in Payment**

DNR may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect DNR from loss or damage for reasons including but not limited to:

1. Work not in accordance with the Contract Documents;
2. Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
3. Work by DNR to correct defective Work or complete the Work;
4. Failure to perform in accordance with the Contract Documents; or
5. Cost or liability that may occur to DNR as the result of Contractor's fault or negligent acts or omissions.
6. Upon completion of individual units, if the Compliance Forester calculates the application rate (active ingredients, adjuvants, and carriers), and determines that Contractor has applied less than the specified quantity (i.e., gallons of solution/acre) in the Contract, then DNR at its discretion can reduce payment by the percentage less than the specified quantity. In general, this will only occur when the quantity applied is less than 90% of the specified quantity. In such cases, it is not in the DNR's interest to require the Contractor to re-enter the unit and apply the remaining herbicide, therefore DNR may reduce payment as follows:

$$\text{Unit acres} \times \text{gallons of solution/acre} = \text{total gallons of solution/unit}$$

Total gallons of solution applied / total gallons of solution specified x 100 = % of specified

% below specified x total unit price (\$) = total unit payment (\$)

*EXAMPLE:*

*A 50 acre unit is specified to be sprayed with 10 gallons of solution per acre. Upon completion of spraying, the Compliance Forester determines that 420 gallons have been applied. The bid price per acre was \$75.00 and the total unit bid price was \$3,750.00.*

*50 acres x 10 gallons = 500 gallons of solution specified*

*420 gallons of solution applied / 500 gallons of solution specified x 100 = 84% of specified*

*84% x \$3,750.00 = \$3,150.00 payment for unit (reduction in payment of \$620.00)*

## SECTION II-A: Unit and Requirements Description

### UNIT DESCRIPTION

Unit #	Unit Name (FMU)	Treatment Acres	Target Species	Mix	County	Gate	Fire Zone	Elevation	Aspect	Slope	Application Method	Snow Period
1	Dennie Ahl Orchard	138	Scotchbroom	1	Mason	Yes	652 SE	580-660ft	S & N	0-20%	Backpack	NOV - MAR

### REQUIREMENTS / MIXES

Mix	Product	Active Ingredient (AI)	AI Concentration	Mix Rate	Carrier	Total Solution per Acre	Marking
1	Vastlan	Triclopyr	4lb/gallon	1% Solution	Water	Variable	Dye compatible with herbicide. Flag strip edges.
	AgriDex*	N/A	N/A	.5% Solution			

\*Substitutions allowed with written permission from the Compliance Forester

## DETAILED UNIT DESCRIPTION # 1

Treatment areas are approximate. Treatment methods will be included in the final contract and must be agreed upon by DNR. Methods will be reviewed on an ongoing basis for effectiveness.

Include cost of materials in the bid amount.

### SITE DESCRIPTION

**Unit Name: Dennie Ahl Orchard**

**Location: Section 24, Township 22N, Range 05W**

**Unit Number: 1**

**County: Mason**

**Directions:** From Olympia, head north on HWY 101 N for 28 miles to W Skokomish Valley Rd. Continue on W Skokomish Valley Rd for 12 miles. Turn right onto NF-2340. Veer right onto 2340140 spur. There is an orange gate at the beginning of the spur with the road number on it. Continue through to another gate and fence enclosing the orchard.

CONTRACTOR will conduct one herbicide treatment in May, June, or July of Scotchbroom on approximately 138 acres.

Refer to site map in Section II-B for approximate locations.

Apply Mix 1 to Scotchbroom only, do not allow Mix 1 to touch any orchard tree. Total acreage treated could vary, submit bid according to cost per acre. Treatment area is bound by a fence and recorded via GPS by DNR staff prior to commencement of work.

### SPECIFICATIONS

Weed Species to be Treated	Approximate total area & distribution	Treatment Method(s)
Scotchbroom ( <i>Cytisus scoparius</i> )	One Treatment (May-July) Approximately 138 acres	Spot-spray of Scotchbroom only. Application of Triclopyr + surfactant, during active growth stage.

**Carrier:** Water

**Application Technique:** Applications in the orchard will be conducted with backpack sprayers; spot-spray only Scotchbroom and avoid orchard trees and native pollinator habitat established by the Forest Service (indicated on map). Use Highlight or equivalent dye in all applications. **Spray areas must be posted with date of application and chemical used.**

**GENERAL INFORMATION** – The following information is provided as a courtesy to contractor. This information is a general estimate and as such may not be accurate.

**Elevation:** 580-660ft

**Slope:** 0-20%

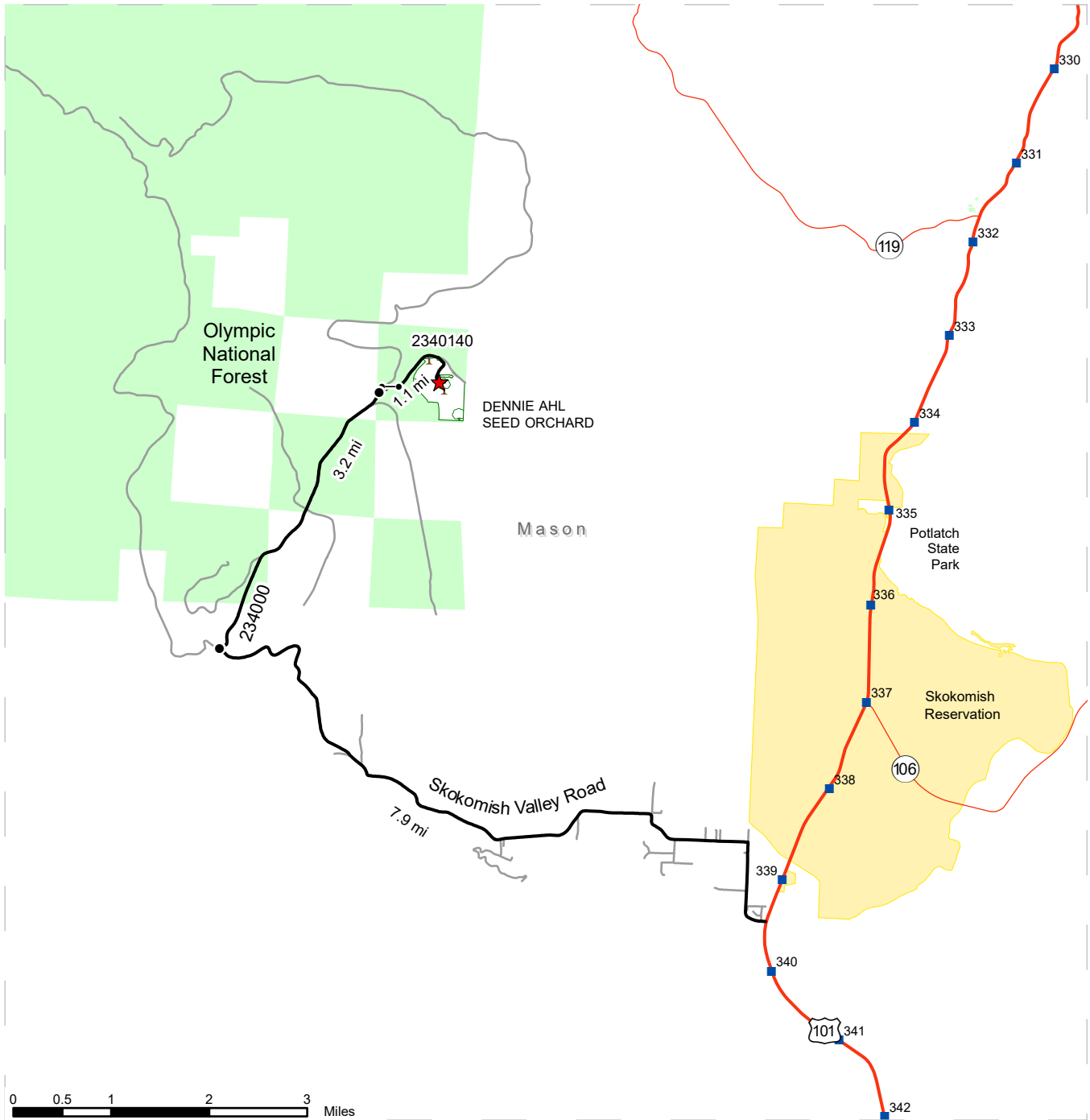
**Aspect:** N & S

**Snow Period:** November-March

# DENNIE AHL ORCHARD DRIVING MAP

PROJECT NAME: DENNIE AHL  
 CONTRACT #: 7023

NATIONAL FOREST: OLYMPIC  
 COUNTY(S): MASON  
 ELEVATION RGE: 580'-660'  
 TOWNSHIP(S): T22WR05W



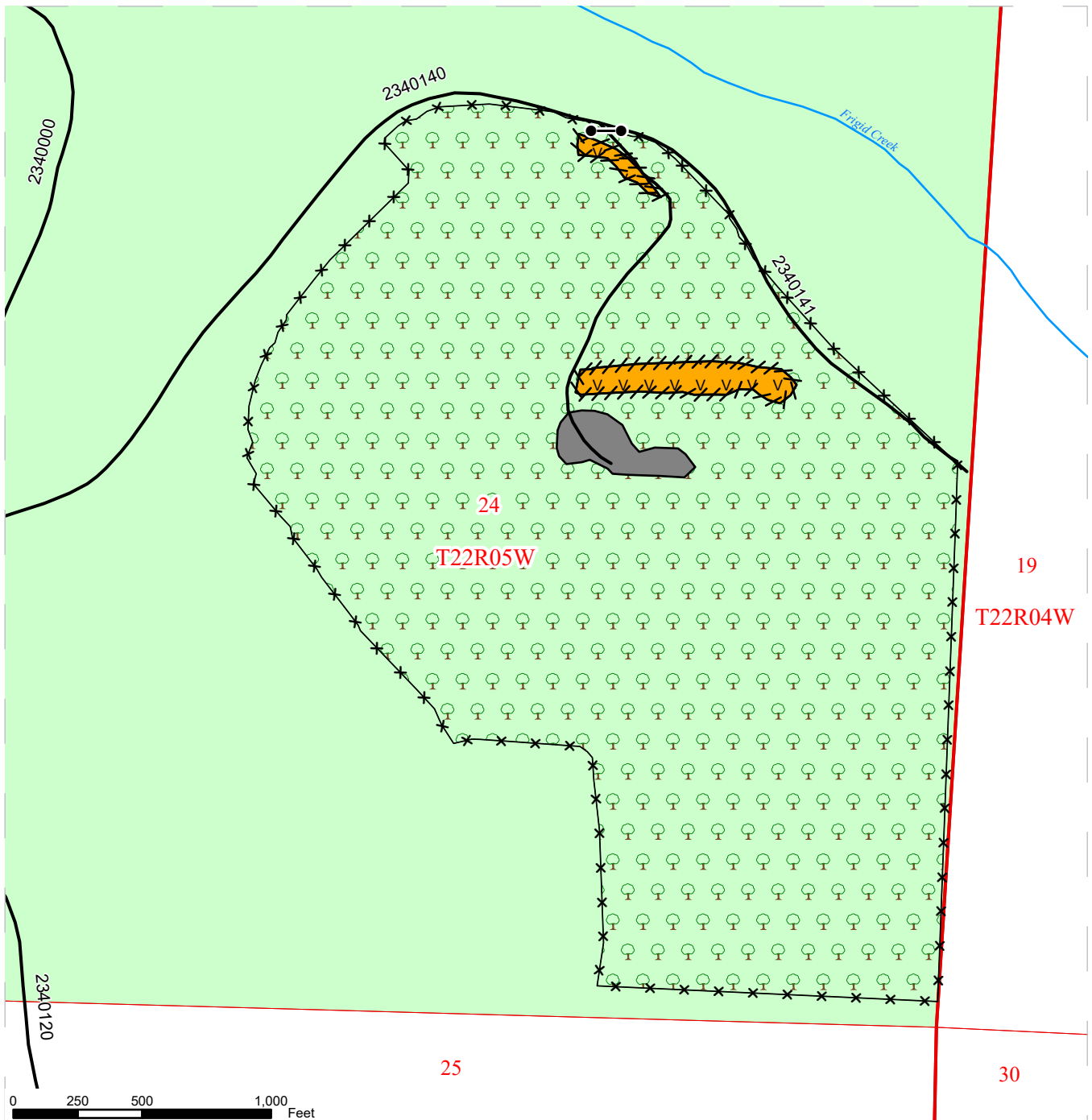
<ul style="list-style-type: none"> <li> Gate (&lt;&lt;Yale&gt;&gt;)</li> <li> Distance Indicator</li> <li> Driving Route</li> <li> Other Roads</li> <li> U.S. Highway</li> </ul>	<ul style="list-style-type: none"> <li> State Highway</li> <li> Dennie Ahl Seed Orchard</li> <li> County Boundaries</li> <li> US Forest Service</li> <li> Tribal Lands and Reservations</li> </ul>	<p>Google Maps Plus Code:                  9PJV+M9 Hoodspport,                  Washington</p>
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# GOOD NEIGHBOR AUTHORITY HERBICIDE APPLICATION MAP

PROJECT NAME: DENNIE AHL  
 CONTRACT #: 7023

NATIONAL FOREST: OLYMPIC  
 COUNTY(S): MASON  
 ELEVATION RGE: 580'-660'  
 TOWNSHIP(S): T22R05W



●— Gate (<<Yale>>)	▭ Spray Exclusion Area
— Olympic NF Roads	▭ Structures
— Stream	□ □ Dennie Ahl Seed Orchard
*— Fence	▭ US Forest Service
/// Flag Line	





## SECTION II-D: Cost Proposal

**INSTRUCTIONS:** Bids should include all costs related to the completion of the Work. A Bid Price per Item and an Item Total must be entered for all of the Items on the Bid Form. Each Item Total is calculated by multiplying the Acres by the Bid Price Per Acre. All Item Totals must be summed and entered as the Total Bid Price. In the event of a difference between the sum of all Item Totals and the Total Bid Price, the individual Item Totals shall prevail. This Cost Proposal must be signed by an authorized representative of the Bidder's firm. Incomplete or unsigned bids may be rejected. Actual payment is determined by work performance described in the Draft Contract (Exhibit B).

At the following rates, the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of this Invitation to Bid.

**Enter Bid Prices Here**

Item Number	Item Name	Acres/Miles	Bid Price Per Acre	Item Total
1	Dennie Ahl Seed Orchard	138 Acres		
<b>Total Acres:</b>		<b>138</b>	<b>Total Bid Price:</b>	
<b>Total Miles:</b>				

\*refer to Section II of the Draft Contract (Exhibit B) for more information on treatment units and required herbicides.

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PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID

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SIGNATURE OF AUTHORIZED PERSON DATE SIGNED

### SECTION III: CONTRACT SIGNATURES PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL  
RESOURCES

<b>Signature</b>	<b>Date</b>	<b>Signature</b>	<b>Date</b>
<hr/>		George Geissler	
<b>Name</b>		<b>Name</b>	
<hr/>		State Forester	
<b>Title</b>		<b>Title</b>	
<hr/>		1111 Washington St. SE	
<b>Address</b>		<b>Address</b>	
<hr/>		Olympia, WA 98504	
<b>Address</b>		<hr/>	
<hr/>		360-902-1000	
<b>Telephone</b>		<b>Telephone</b>	
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