



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

GOOD NEIGHBOR AUTHORITY, FEDERAL LANDS SECTION

INVITATION FOR BID (IFB) #7033

Silver 2.0 Hazardous Fuels Reduction Contract

Colville National Forest

TREATMENT ACRES: 274

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. 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 Monday, October 28, 2024.**

BID COORDINATOR:

Nichole Guglielmino, Northeast
(509) 675-8597
Nichole.guglielmino@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

This is a Good Neighbor Authority machine piling project that is being advertised by Washington DNR, but activities are taking place on U.S Forest Service lands.

Units are approximately 10 miles east of Northport, WA.

The term of this contract is from the date of execution through October 1, 2026.

Units will be open for view during the bidding process. In addition, there will be a pre-bid conference held virtually on Microsoft Teams on October 3, 2024.

Work on weekends or on designated State holidays requires written permission from the Compliance Forester. No project activities are to occur during the Memorial Day, Fourth of July, and Labor Day weekends. The Fourth of July weekend includes, at a minimum, July 3 through July 5.

Other Timing Requirements:

- No operations will be permitted from December 1 to May 31 unless written approval is granted by the Compliance Forester.
- A Good Neighbor Authority timber sale project (Silver Timber Sale Agreement No. 36-103677) is ongoing in Unit 11. Eight (8) acres of commercial harvest in the northeast portion of Unit 11 shall be completed by the Purchaser of the Silver Timber Sale prior to beginning machine piling. The DNR will promptly inform the Contractor when these eight acres of commercial harvest have been completed and are released for machine piling.

Adjacent to Unit 13, in the Equipment Travel Area (refer to Section II-B Maps), machine piling operations were completed in 2024. The acres in the Equipment Travel Area will not be included as a bid item in Silver 2.0 HFR IFB #7033. However, upon approval by the Compliance Forester, equipment may travel in the Equipment Travel Area to access portions of Unit 13, if Contractor follows all applicable requirements set forth in Exhibit B Contract #7033.

Questions pertaining to access, unit objectives, or other details can be answered by contacting the Bid Coordinator, Nichole Guglielmino.

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.

HOSPITAL NAME	PHONE	LATITUDE	LONGITUDE	County
Providence Mt. Carmel Hospital 982 E. Columbia Ave Colville, WA 99114	509-685-5100	N 48° 32' 27"	W 117° 53' 31"	STEVENS
Providence Sacred Heart Medical Center 101 W 8th Ave, Spokane, WA 99204	509-474-3131	47.6490 N	117.4131 W	SPOKANE
NEW Health Northport Medical 411 Summit Ave, Northport, WA 99157	509-732-4252	48.916400	-117.783130	STEVENS

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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: Stevens.

1.2 SCOPE

The scope of this project includes Hazardous Fuels Reduction work within the Colville National Forest.

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 A.2 – Bid Specification Form.

Bidders who do not meet the minimum qualifications and/or the required specifications and qualifications as outlined in Exhibit A.2 – Bid Specification 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 **October 1, 2026**, as defined in Exhibit B (Draft Contract), Section I-A, General Provision

A-31. 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:

BID COORDINATOR	
NAME:	Nichole Guglielmino
E-MAIL ADDRESS:	Nichole.guglielmino@dnr.wa.gov
PHONE NUMBER:	(509) 675-8597

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

SCHEDULE OF PROCUREMENT ACTIVITIES	
ISSUE SOLICITATION DATE SOLICITATION IS POSTED IN WEBS	September 13, 2024

SCHEDULE OF PROCUREMENT ACTIVITIES	
PRE-PROPOSAL CONFERENCE DATE SCHEDULED FOR PRE-PROPOSAL CONFERENCE IF APPLICABLE	October 3, 2024
PRE-PROPOSAL QUESTIONS DUE FROM BIDDERS DEADLINE FOR VENDORS TO ASK QUESTIONS OF THE SOLICITATION COORDINATOR RELATED TO THIS SOLICITATION	October 7, 2024
PRE-PROPOSAL ANSWERS DUE BY DNR DATE THAT DNR WILL POST IN WEBS THE OFFICIAL ANSWERS TO QUESTIONS RECEIVED FROM VENDORS	October 10, 2024
COMPLAINTS DUE DEADLINE FOR SUBMITTING UNRESOLVED ISSUES ABOUT THE PROCESS	October 21, 2024
BIDS DUE AND EVALUATED BIDS ARE GENERALLY EVALUATED IMMEDIATELY FOLLOWING THE CONCLUSION OF THE BID ACCEPTANCE PERIOD	October 28, 2024
ANNOUNCE APPARENT SUCCESSFUL BIDDER AWARD DATE	October 29, 2024
HOLD DEBRIEFINGS DATE DEBRIEFING CONFERENCES TO BE HELD – IF REQUESTED	November 6, 2024
BEGIN CONTRACT WORK DATE DNR EXPECTS THE WORK TO BEGIN	June 2, 2025
THE AGENCY RESERVES THE RIGHT TO REVISE THE ABOVE SCHEDULE.	

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 virtual pre-proposal conference is scheduled to be held on October 3, 2024 at 9:00 a.m., Pacific Standard Time or Pacific Daylight Time. The link to the pre-proposal conference room is:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTljMTM3NzgtMDVkYy00MmQxLWE1NGItZTZmMzU5MTM2ODY5%40thread.v2/0?context=%7b%22Tid%22%3a%2211d0e217-264e-400a-8ba0-57dcc127d72d%22%2c%22Oid%22%3a%22accd24e5-f33a-42cc-9ee7-f57b69205f4f%22%7d

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, quotations and/or proposals submitted in response to this solicitation shall become the property of the Agency. All bids, quotations and/or proposals 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, quotations and/or proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the bid, quotation and/or proposal 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, quotation and/or proposal 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. Requests for information about this solicitation should be directed to the Solicitation 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
 Nichole Guglielmino
 Federal Lands Northeast District Manager
 225 S Silke Rd
 Colville, WA 99114

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

Lower left corner: Silver 2.0 Hazardous Fuels Reduction
 Invitation to Bid #7033

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.

BIDDER CHECKLIST	
EXHIBIT A.1 – BIDDER’S CERTIFICATION AND ASSURANCES FORM	<input type="checkbox"/>
EXHIBIT A.2 – BID SPECIFICATION FORM	<input type="checkbox"/>
EXHIBIT A.3 – AD-1048 FEDERAL DEBARMENT FORM	<input type="checkbox"/>
EXHIBIT A.4 – COST PROPOSAL	<input type="checkbox"/>

3.3 SPECIFICATIONS

Exhibit A.2 – Bid 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 – Bid 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 and State dollars. Terms and conditions for funding source are included in Section I-C 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

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 responsible and responsive to this solicitation or federally funded (section 3.5). 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 – Bid 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
RESPONSIVENESS	
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
SPECIFICATIONS	
EXHIBIT A.2 BID SPECIFICATION FORM – REQUIRED	PASS/FAIL
QUALIFICATIONS	
EXHIBIT A.2 BID SPECIFICATION FORM – CURRENT/FORMER STATE EMPLOYEE	PASS/FAIL
EXHIBIT A.2 BID SPECIFICATION FORM – REFERENCES	40
COST PROPOSAL	
SECTION 3.6 – TOTAL COST	60
SUB-TOTAL	100
PREFERENCES	
SECTION 4.5 – EXECUTIVE ORDER 18-03 WORKER’S RIGHTS (EXHIBIT A.1)	5
TOTAL POSSIBLE W/PREFERENCES	105

5. 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): Internal Revenue Service					
WA UBI (Unified Business Identifier): WA Department of Licensing					
WA Labor & Industries Account #:					

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.** *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

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

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

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

<p>SPECIFICATIONS - REQUIRED (PASS / FAIL)</p> <p>All Bidders are <u>REQUIRED</u> to check each box verifying that the service meets the required specification identified.</p>	
<p>CHECK FOR VERIFICATION</p>	<p>REQUIRED SPECIFICATION(S)</p>
<p><input type="checkbox"/></p>	<p>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.</p>
<p>QUALIFICATIONS – CURRENT/FORMER STATE EMPLOYEE (PASS / FAIL)</p> <p>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.</p>	
<p>FORMER STATE EMPLOYEE NAME:</p>	
<p>POSITION WITHIN BIDDERS FIRM:</p>	
<p>RESPONSIBILITY WITHIN BIDDERS FIRM:</p>	
<p>QUALIFICATIONS - REFERENCES (SCORED)</p> <p>Demonstrating reliability, professionalism, capability.</p> <p><u>Bidder shall furnish a minimum of one reference</u> 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>	

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.

(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.)

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.

Contract #:	Contract #:
DNR region:	DNR region:
Type of Services Performed:	Type of work:

Contact information and description of services provided for up to three (3) other landowners where the Bidder has recently completed similar types of work.

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

OMB No. 0505-0027
Expiration Date: 09/30/2025



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

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 CFR §§ 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 or 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	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, audiotope, 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](#) 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; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

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 B – DRAFT CONTRACT

EXHIBIT B: Draft Contract #7033



Good Neighbor Authority Federal Lands Section
Colville National Forest

Silver 2.0 Hazardous Fuels Reduction Contract #7033

PI: **Contract Manager:** Nichole Guglielmino

OMWBE: Small Business Veteran Owned Not Applicable

Procurement method (Select one):

Solicitation (IFB #7033)

Contractor Info:

Phone:

Email:

WA State UBI Number:

Federal Taxpayer Identification Number:

Statewide Vendor # (SWV):

Contract Digest:

- 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

This Hazardous Fuels Reduction Contract #7033 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 #17-GN-11062100-017 Mod 4, #93-095840 under the authority provided in 16 USC § 2113a (Good Neighbor Authority).

DEFINITIONS

‘Activity Fuels/Slash’ means any tree, shrub, or branches/slash that was generated through prescribed causes, not a result of a natural occurrence.

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

‘Buffer Zone’ means an area designated to be left along roads or other features in which there will be no cutting.

‘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.

‘Conifer’ means a tree that is a Douglas-fir, true fir, pine, western hemlock, spruce, or cedar.

‘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.

‘Contractor Selection of Leave Trees’ means crop and leave trees are unmarked and will be selected by the Contractor.

‘Crop Tree’ means the largest undamaged conifer trees with good form and free of disease.

‘DBH’ means Diameter at Breast Height, a point on the tree stem four and one-half feet above ground level.

‘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.

‘Geo-Referenced Map’ means that the internal coordinate system of a map is related to a geographic coordinate system that allows for on the ground locating/tracking.

‘Hardwood’ means any tree or tall shrub with broad leaves. Examples include aspen, alder, elderberry, big leaf maple, vine maple, madrone, cottonwood, cherry, and willow.

‘Mechanical Treatment’ means the use of power saws, axes, or other approved tools to remove trees.

‘Mistletoe Thinning’ means the removal of designated conifer trees bearing visible mistletoe plants on branches as well as visible plants or infections on the stem.

‘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.

‘Surplus Trees’ means all trees designated for cutting.

‘Thinning’ means the cutting down of trees according to the specifications of this contract.

‘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).

‘Unit Total’ is the total amount (in dollars) that Contractor agrees to be paid for each Unit, written in the Unit Total column of the Cost Proposal (Exhibit A.4).

‘Virtual Boundaries’ means the identified unit or work area does not have boundaries physically marked on the ground by flagging. These virtual boundaries may require a GPS or Mobile mapping app such as Avenza to be able to identify their location.

‘Windrowed’ is a continuous line of slash that exceeds two feet in depth.

‘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 **10% of Award**. 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, a performance bond, 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 #7033, including final Solicitation Exhibits (Exhibit A.1-A.4) with signatures
- B. List of Nearby Medical Facilities

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.

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

A-12 Insurance Coverage

Before using any of said rights granted herein and at its own expense, CONTRACTOR shall purchase and maintain the insurance described below 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.

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.

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.

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.

The Compliance Forester reserves the right to shut down the work site when any condition of imminent danger is present. The work site will remain shut down until the danger has been removed by the contractor.

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 State Forester in writing of its dispute. The State Forester will review and set a meeting with Contractor within fifteen (15) business days, unless Contractor agrees to a longer period. After the meeting, the State Forester 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 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. If Contractor violates any provision of this contract, Compliance Forester, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, Contractor has 30 days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied or Contractor fails to remedy the violation within 30 days after receipt of a suspension notice, DNR may terminate the rights of Contractor under this contract and collect damages.
- B. If the contract expires pursuant to clause A-31 without Contractor having performed all its duties under this contract, Contractor's right to operate is terminated and Contractor shall not have the right to remedy the breach. This provision shall not relieve Contractor of any payment obligations.
- C. DNR has the right to remedy the breach in the absence of any indicated attempt by Contractor or if Contractor is unable, as determined by DNR, to remedy the breach. Any expense incurred by DNR shall be charged to Contractor and shall be paid within 30 days of receipt of billing.

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 Fire Prevention

A. 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](#).

B. 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.

C. Spark Arresters

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

D. Pump Truck or Pump Trailer

During all operating periods when tractors or other mobile machines are being utilized contractor shall provide a fully functional pump truck or trailer equipped to meet the specifications of WAC 332-24-005 and WAC 332-24-405 during the "closed season" or as extended by the DNR and shall provide trained personnel to operate this equipment.

E. 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-26 Noxious Weed Control

Contractor shall thoroughly pressure wash all heavy equipment prior to entry onto U.S. Forest Service land, or before moving equipment between infested sites, to remove all contaminated soils, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. Equipment shall be considered free of soil, seed, and other such debris when a visual inspection does not disclose such material. Compliance Forester reserves the right to also require the cleaning of equipment as required by this clause in cases where equipment is being moved onto nonfederal lands.

Contractor shall notify Compliance Forester in advance of moving all equipment onto US Forest Service lands. Notification will include a location approved by Compliance Forester where the equipment will be cleaned by Contractor and made available for inspection by the Compliance Forester at a time agreed by the Parties. Only equipment cleaned as required under this clause, and inspected by Compliance Forester (or designee), will be allowed to operate on federal lands within the sale area. All subsequent move-ins of equipment to the project area shall be treated in the same manner as the initial move in. "Heavy equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars and similar vehicles.

A-27 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-28 Garbage

Contractor shall dispose of garbage brought onto USFS 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. All wildlife attractants need to be stored in wildlife resistant containers or vehicles.

A-29 Camping

Contractor is prohibited from using or authorizing its workers to camp on DNR or USFS managed lands outside of designated campgrounds.

A-30 Abbreviations

The following tree species abbreviations will be used: AF = Subalpine Fir; AS = Quaking Aspen; BC = Black Cottonwood; DF = Douglas-fir; ES = Engelmann Spruce, GF = Grand Fir; LP = Lodgepole Pine; MA = Big-leaf Maple; MH = Mountain Hemlock; NF = Noble Fir; PP = Ponderosa Pine; RA = Red Alder; RC = Western Redcedar; SF = Pacific Silver Fir; SS = Sitka

Spruce; WH = Western Hemlock; WL = Western Larch; WO = Willow; WP = Western White Pine; YC = Alaska Yellow Cedar.

A-31 Term of Contract

The term of this contract is from the date of execution through **October 1, 2026**. 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-32 Timing Restrictions:

No operations will be permitted from December 1st to May 31st unless written approval is granted by the Contract Manager.

No project activities are to occur during the Memorial Day, Fourth of July, and Labor Day weekends. The Fourth of July weekend includes, at a minimum, July 3 through July 5.

A Good Neighbor Authority timber sale project (Silver Timber Sale Agreement No. 36-103677) is ongoing in Unit 11. Eight (8) acres of commercial harvest in the northeast portion of Unit 11 shall be completed by the Purchaser of the Silver timber sale prior to beginning machine piling. The DNR will promptly inform the Contractor when these eight acres of commercial harvest have been completed and are released for machine piling.

A-33 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-34 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-35 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-36 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

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

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

A-37 General and Tax Liability

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

A-38 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-39 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-40 Federal Endangered Species Act

The Federal Endangered Species Act of 1973 (ESA), 16 USC § 1531 et seq., prohibits a person from taking any federally listed threatened or endangered species. Taking under the federal ESA may include alteration of habitat. Neither this Contract, nor the State's approval of Contractor's Plan of Operations, is certification that Contractor's operations under the plan are lawful under the ESA. Contractor's compliance with the plan is not in lieu of compliance with any federal requirements under the ESA or its implementing regulations.

A-41 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.

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 Certification Regarding Felony Conviction and Tax Delinquent Status.

Contractor, by signature above, certifies that: (1) Neither the corporation or its principals have been convicted of a felony violation under any Federal law within the preceding 24 months of the effective date of the Contract; and (2) Neither the corporation or its principals have failed to file all Federal tax returns required during the three years preceding the Contract; have been convicted of a criminal offense under the Internal Revenue Code; or have been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default,

A-44 Human Remains, Artifacts, and Other Cultural and Historic Items

In the event that human remains, burials, funerary items, sacred objects, object of cultural patrimony, prehistoric artifacts (i.e., arrowheads, spear points, motors, pestles, other ground stone tools, knives, scrapers, or flakes from the manufacture of tools, fire pits, peeled trees, etc.) or historic period artifacts or features (i.e., fragments of old plates or ceramic vessels, weathered glass, dumps of old cans, cabins, root cellars, etc.) are found during project implementation, work on the site shall cease immediately to protect the find from further damage or disruption and the U.S. Forest Archeologist will be notified. No further work shall be allowed on the site until the Forest Archeologist has approved a plan for managing or preserving the remains or items.

A-45 Non-Discrimination in Employment

In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any applicant for employment, employee, or independent contractor based on race, color, national origin, sex, religion, age, disability, sexual orientation, or marital status. This shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to comply with all federal and state laws governing non-discrimination in employment applicable to the work performed under the Contract.

SECTION I-B: SPECIFICATIONS FOR THE ACTIVITY

Contractor shall perform hazardous fuels reduction 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 Work area. Contractor is responsible for completing all Work to boundaries. The boundaries will consist of easily identifiable features (including but not limited to roads, streams, or abrupt changes in forest type or age). Timber sale boundary tags with orange flashers and pink flagging, yellow Leave Tree Area tags, and red flagging will be used for areas where identifiable features are absent. 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.

B-03 Contractor shall furnish:

The Contractor shall provide all of the following at its own expense:

- A. All workers, adequate crew supervision, and serviceable equipment to satisfactorily accomplish treatment of all acres identified in the Unit Descriptions (Section II-A).
- B. Equipment operators that are skilled in machine operation on the equipment offered under comparable working conditions.
- C. Transportation for all workers, supplies, materials, and equipment to and from the Unit(s).
- D. All supplies, materials, and equipment needed to ensure safe operations.
- E. The equipment shall be a track mounted excavator which meets the following specifications:
 - Ground Pressure – maximum 8 PSI. PSI will be determined using this formula:
$$\text{PSI} = \frac{(\text{Inches of track on ground} \times \text{inches of track width}) \times 2}{\text{Weight of Equipment}}$$
 - Capability – machine must have the capability of picking up wood debris between 1 inch and 20 inches in diameter, while at the same time allowing all loose soil and duff to fall free so it is not placed into the pile. To do this, the machine shall be equipped with a *grapple or claw rake and thumb*. **No bucket and thumb will be allowed.**
 - Climbing ability – up to 40% slope. Steep and short pitches are allowed with approval from the Compliance Forester.
 - Pivot – attachment arm shall be able to swing 360 degrees while the tracks remain stationary.
 - Reach – attachment arm shall have a minimum reach of 15 feet.

- Equipment must have a closed cab and adequate guarding to protect the machine and operator from falling material or debris.

F. All costs of operation and maintenance not specifically furnished by the DNR

B-04 DNR shall furnish:

A. Compliance Forester(s) to acquaint the Contractor with each unit to be worked and to conduct periodic field inspections.

B. Boundary marking and access to the unit as reasonably necessary to complete the contract.

B-05 Weather Conditions

Operations may be suspended when the Compliance Forester determines that weather conditions will cause excessive soil damage due to high soil moisture content or snow depth prevents adequate visibility of fuels. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Compliance Forester.

B-06 Piling Specifications

Contractor will use approved equipment (clause B-03-E) to accomplish the following in all units

A. Piling of Slash

- The Contractor shall pile slash and woody material from 1 to 10 inches in diameter over 4 feet in length while retaining a minimum of 35-50% soil cover.
- Contractor will work to leave (not pile) between 6-20 tons per acre of coarse woody material throughout the units. Coarse woody material is defined as woody material greater than 3 inches in diameter).
- Contractor shall attempt to place slash of various sizes into each pile and avoid piling concentrations of only large logs and stumps.
- The Contractor shall leave all logs that are greater than 10.1 inches diameter at the small end and longer than 10 feet in length in place.

B. Location of Piles

- Contractor is required to monitor pile placement closely so that subsequent burning does not cause excessive crown scorch or bole scorch to leave trees, snags, or seed wall trees.
- Contractor shall construct piles as far away from designated leave trees as feasible.
- Piles shall be located within contract unit boundaries.
- Piles shall be located at least **10 feet** from unit boundaries marked with Timber Sale Boundary tags, orange flashers and pink flagging.
- Piles shall be located at least **20 feet** from unit boundaries adjacent to other land ownership.
- Piles should be located at least **20 feet** from fences and other improvements.
- Piles shall not be located on any road prism or any ditch line.
- Piles shall not be located next to existing snags. A snag is any dead standing tree greater than 20 feet in height and 16 inch DBH.

C. Construction and Size of Machine Piles

- Mechanical piles shall be compacted (smashed down) to minimize air space and assist with protection of the debris from penetration by precipitation prior to burning.

- ii. All piles shall be relatively free of dirt and decomposed duff. No soil other than that adhering to the bark or root wads will be acceptable in the piles.
- iii. Target machine pile size to 15 feet in diameter and 10 feet in height.
- iv. To allow for maximum fuel consumption during ignition, ensure that boles extending 10 feet beyond the general side contours of the piles are limited.

B-07 Progression of Daily Work

Contractor work shall progress in an orderly fashion to avoid accidentally leaving untreated areas, with workers regularly connecting treated areas. At the end of each work day, no “islands” of untreated areas shall be left within areas that have been treated.

B-08 Fences and Improvements

Contractor shall not damage fences and other improvements (e.g., water developments, monumented corners, road surfaces and/or drainage structures) within or adjacent to the Units during the piling operation. Any such damage will be reported to the Compliance Forester within 48 hours and shall be repaired at Contractor's expense back to existing condition prior to damage. Trees adjacent to fences or other improvements shall be felled away. All slash falling on fences and other improvements shall be removed and distributed back into the unit by Contractor. Trees and slash felled onto lands not owned by the U.S. Forest Service shall also be removed and distributed back into the unit.

B-09 Resource Protection Requirements

- A. Work shall be accomplished with the least possible damage to the residual stand, soil, and roadbeds. If Contractor operations cause excessive damage, the Contractor shall alter operations to prevent the occurrence of such damage. Failure to alter operations within one day of written notice and/or repeated failure to conduct operations in such a manner as to prevent excessive damage, may be cause for contract termination for default or cause.
- B. Contractor shall rehabilitate any areas where Contractor operations caused excessive soil or roadbed damage. Rehabilitation work shall occur during weather and soil conditions approved by the Compliance Forester.
- C. Equipment must be washed and inspected by the Compliance Forester prior to working on U.S Forest Service land to prevent the spread of invasive species and contaminated soils.
- D. Mechanical equipment shall not cross meadows, stream channels (wet or dry), or other non-work areas unless approved by the Compliance Forester.
- E. Protect all hardwoods and conifer trees marked, or otherwise designated, as seed trees or wildlife reserve trees. Leave all standing snags or cull trees greater than 16” diameter unless they create a safety hazard.
- F. Minimize compaction, rutting, and erosion by avoiding activities during wet conditions.
- G. Fueling of equipment, parking and staging areas will not be allowed within 50 feet of a stream.
- H. Protect legal land subdivision survey corners and/or witness objects. If destroyed or disturbed, such points shall be re-established by a licensed land surveyor in accordance with the U.S. General Land Office Standards at Contractor’s expense. DNR shall determine the method for accomplishing this work, either by withholding sufficient performance security to

pay for the work, or by requiring Contractor to do so before releasing Contractor's performance security.

- I. Construct or re-construct spoils berms, dips, water bars, cross drains, ditches and/or other drainage control structures that are altered or damaged by Contractor's operations.
- J. Contractor will operate on skid trails and on slash whenever possible to reduce soil compaction.

B-10 Slash in Roads and Buffer Zones

Slash or debris resulting from the hazardous fuels reduction operation, that falls into roads, ditches, road banks, or designated buffer zones, shall be removed by Contractor and redistributed within the Unit(s) at the end of every day, or more often on well-traveled roads.

SECTION I-C: UNIT COMPLIANCE INSPECTION AND PAYMENT

C-01 Determination of Payment

Compliance and payment for work performed will be based on the following:

- A. Work completed to boundaries (see Clause B-02). If work extends beyond unit boundaries, charges may be levied against the Contractor by the DNR for damages suffered by DNR, or by other parties suffering damages, including the U.S. Forest Service.

C-02 Determination of Satisfactorily Completed Work

Satisfactorily completed work will be determined using the following criteria:

A. Satisfactory Performance

‘Satisfactory Performance’ on the Unit is when all Work has been completed to boundaries (Clause B-02), all piling specifications (Clause B-06) have been met throughout the entire Unit, and all resource protection requirements (Clause B-09) have been met throughout the entire Unit.

B. Unsatisfactory Performance

‘Unsatisfactory Performance’ on the Unit is when one or more of the following have occurred: 1) Work has not been completed to boundaries (Clause B-02); 2) all piling specifications (Clause B-06) have not been met throughout the entire Unit; or 3) not all resource protection requirements (Clause B-09) have been met throughout the entire Unit.

C. Rate of Pay

The ‘Rate of Pay’ is the actual amount (in dollars) that the Contractor will be paid per acre for each Unit. The Rate of Pay is equal to the Unit Bid Price for Units with Satisfactory Performance. The Rate of Pay is the Unit Bid Price minus any reductions in payment (Clause C-02-D) for Units with Unsatisfactory Performance. The Rate of Pay will not exceed the Unit Bid Price for any Unit.

D. Reduction in Payment

The reduction in payment for Unsatisfactory Performance on a Unit will be calculated for the Unit in one of the following ways, at the Compliance Forester’s sole discretion:

1. If Work on the Unit is not completed to boundaries (Clause B-02), DNR can either withhold payment for the entire Unit, or reduce payment by the number of untreated acres multiplied by the average bid price per acre. The number of untreated acres shall not include areas that could not be treated due to solid rock outcrops, steep slopes, wetlands, or other features on site.
2. If Unsatisfactory Performance is due to all piling specifications (Clause B-06) not having been met throughout the entire Unit, DNR can either withhold payment for the entire Unit, or reduce payment by the number of untreated acres multiplied by the average bid price per acre. The number of unsatisfactorily treated acres shall not include areas that could not be treated due to solid rock outcrops, steep slopes, wetlands, or other features on site.

3. If Unsatisfactory Performance is due to resource protection requirements (Clause B-09) not having been met throughout the entire Unit, then DNR will reduce payment by calculating the cost to remedy the damage. If no remedy is possible, then payment may be withheld for the entire Unit.

C-03 Unsatisfactory Work Compliance

The Compliance Forester may require Contractor to re-work a Unit that has Unsatisfactory Performance (Clause C-02-B). The Compliance Forester may require the re-work to be completed prior to starting Work on a new Unit. The Compliance Forester will re-inspect the Unit following the re-work to determine if it now meets Satisfactory Performance requirements (Clause C-02-A).

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 (Clause C-02-B). 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 the correct reduction in payment in accordance with Clause C-02-D and allow Contractor to continue Work on other Unit(s).

C-04 Payment shall be made as follows:

Payment may be made by the month, unit or by one total payment. Details of payment schedule will be determined in the pre-work conference. The DNR will attempt to comply with the desires and needs of the Contractor but assumes no legal duty or obligations to adhere to the schedule of payments so arranged.

C-05 Partial payment

Partial payment may be made upon completion of part of a unit as determined by the DNR. Request for partial payment is to be made by the Contractor utilizing the Contractor's Billing Invoice and Compliance Report provided by the DNR. The Contractor or contract representative identified during pre-work conference (Clause A-18) shall sign the Contractor's Billing Invoice and Compliance Report after completion of each such "sub-unit" being submitted for payment. The DNR Representative will then make payment recommendations for the invoice and forward the Contractor's Billing Invoice and Compliance Report to the DNR's Region office for processing.

- A. Contractor or contract representative and the DNR Representative shall sign the Contractor's Billing Invoice and Compliance Report form at the conclusion of work on each unit. Final payment will not be made to the Contractor unless the Contractor's Billing Invoice and Compliance Report form are signed by the Contractor or contract representative and the DNR Representative, and "final" payment is designated thereon.
- B. If a unit's contract acreage is disputed the Contractor may upon completion of the unit request a verification traverse by the DNR; the request must be in writing and signed by the Contractor. The DNR will pay the Contractor based on acres determined from the verification traverse. If the verification traverse indicates the net acres specified in the Unit Description are correct within plus or minus five percent (5%) the Contractor shall pay the cost of the

verification traverse at a rate of ten dollars (\$10.00) per one hundred (100) feet of traversed boundary.

C-06 Liquidated damages

Damages will be assessed for any and all delays extending beyond the final contract completion date according to the following schedule based on growth losses resulting from delays. Delays beyond the Contractor's control, resulting from Acts of God, and/or shutdowns or delays imposed by the DNR because of fire conditions, weather, threat of insect damage, conflict with other operations, and labor strikes will not count toward the contract time period, and lieu-time extending beyond the original completion date will be earned for such delays.

Schedule of Liquidated Damages

	High Site (S.I. 110+)	Low Site (S.I. 110 and below)
Lost Growth Value per acre per season *	\$10/Ac/Yr	\$5/Ac/Yr
	\$1.43/Ac/Mo	\$.71/Ac/Mo

Note: Ages less than 10 years deduct 33%
 Ages 10-14 use full value
 Ages 15-19 years deduct 33%
 Ages 20 years + deduct 66%

*Season refers to growing season. Defined as March 15 through October 15, a total of seven (7) months. Proration for parts of the year will be from mid-month to mid-month, 1/7 of the total above per monthly period, based on whole months only. No damages will be assessed for extension or delays outside the growing sea

SECTION II-A: UNIT DESCRIPTION

Region: Northeast

District: Federal Lands Section

Unit Name: Silver 2.0 Hazardous Fuels Reduction Units 6, 9, and 11-13.

Legal Location: Township 40N Range 42E W.M Sections 27, 28, 33, 34 and,
Township 39N Range 42E W.M Sections 7, 8, 17, 18.

Total Acres: 274

SPECIFICATIONS

Boundaries: **Pink ribbon and white “Timber Sale Boundary” tags with orange flashers.**
Yellow “Leave Tree Area” tags.
Red ribbon.

See SECTION II-B: Units 6, Units 9 and 11, Units 12 and 13

See SECTION II-C: Vicinity Map

OBJECTIVE:

- Machine pile activity slash to reduce fuel loading and increase resiliency to wildfire for federal land and adjacent land ownership.
- Enhance conditions for early seral, fire resilient species to regenerate and to preserve the residual stand.

SPECIAL REQUIREMENTS:

- No operations permitted from December 1st to May 31st unless approval is granted by the Compliance Forester.
- No project activities are to occur during the Memorial Day, Fourth of July, and Labor Day weekends. The Fourth of July weekend includes, at a minimum, July 3 through July 5.
- A Good Neighbor Authority timber sale project (Silver Timber Sale Agreement No. 36-103677) is ongoing in Unit 11. Eight (8) acres of commercial harvest in the northeast portion of Unit 11 shall be completed by the Purchaser of the Silver Timber Sale prior to beginning machine piling. The DNR will promptly inform the Contractor when these eight acres of commercial harvest have been completed and are released for machine piling.
- Piles shall be located at least **10 feet** from unit boundaries marked with Timber Sale Boundary tags, orange flashers and pink flagging, **20 feet** from unit boundaries adjacent to other land ownership, and **20 feet** from fences and other improvements.
- All trees marked, or otherwise, designated, as seed trees, or wildlife reserve trees shall be protected.
- Standing snags, or cull trees greater than 16” DBH, not deemed to be a safety hazard, shall be left standing.
- Existing open roads shall be repaired if damage from operations occur. Water-bars and other drainage control structures damaged during this operation shall be repaired.
- Ditches, cut slopes, and culvert openings shall be kept clear of debris. Dips, water bars, cross drains and ditches shall be constructed, or reconstructed, as needed to control erosion.
- Adjacent to Unit 13 in the Equipment Travel Area (refer to Section II-B Maps), machine piling operations were completed in 2024. The acres in the Equipment Travel Area will not be included as a bid item in Silver 2.0 HFR IFB #7033. However, upon approval by the Compliance Forester, equipment may travel in the Equipment Travel Area to access Unit 13 if Contractor follows all applicable requirements set forth in Exhibit B Contract #7033.

GENERAL INFORMATION: - The following information is provided as a courtesy to bidders. This information is a general estimate and as such may not be accurate.

Elevation: **3,120' – 4,800'** Average Slope: **30%** Aspect: **All** Timing Restriction: **No Piling 12/1 – 5/31**
Burning Permit Zone: **N/A** Shutdown Zone: **688** **See Clause A-32.**

Additional Comments:

- A geo-referenced PDF map will be provided to the successful bidder for use with a mapping application such as Avenza.
- Acreage presented (maps, contract and bid form) are net; acres were deducted for existing roads but not for any minor areas within the units which are free of the described work (e.g. openings, rock outcroppings).

Attachment B

List of Nearby Medical Facilities

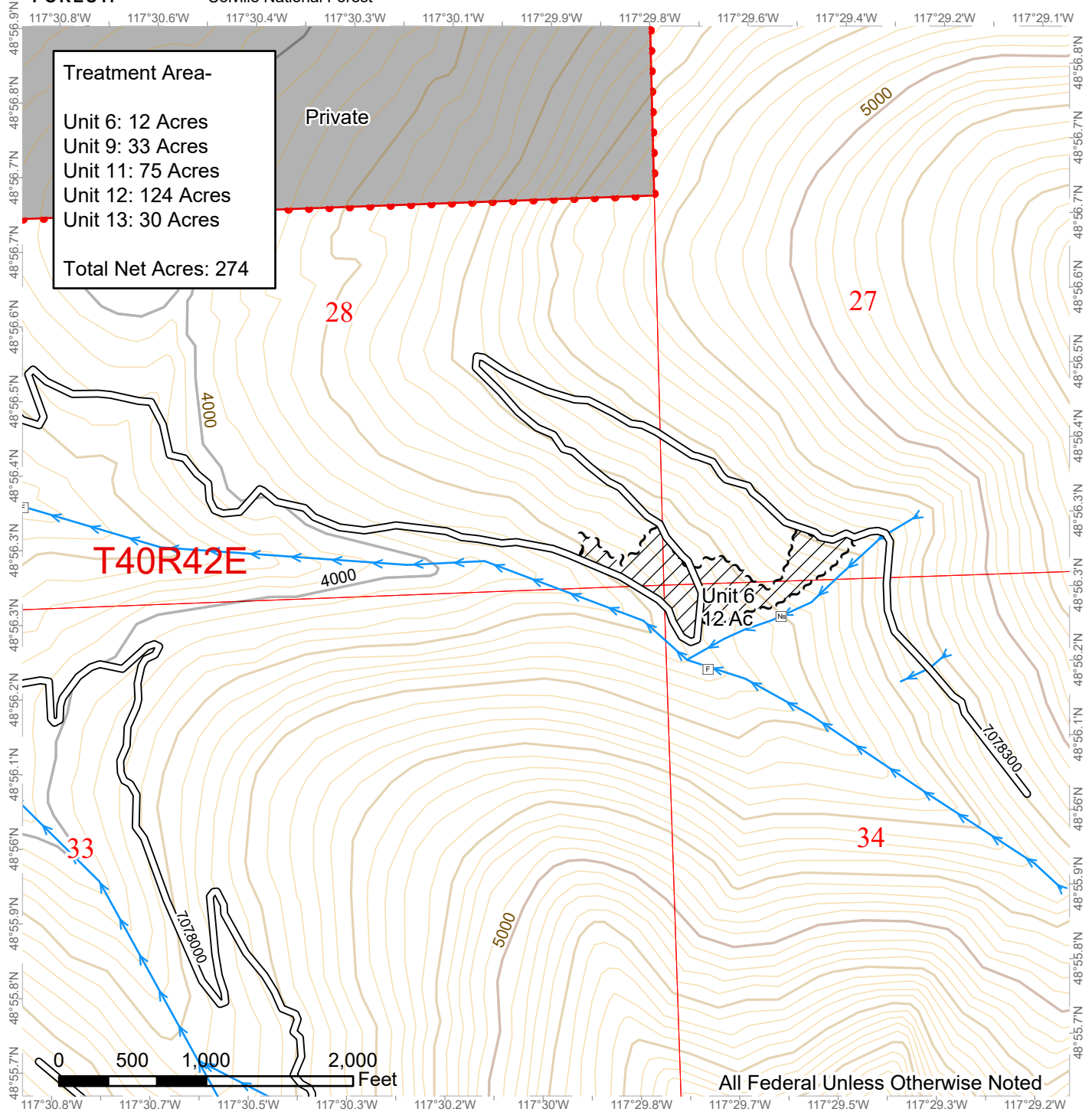
HOSPITAL NAME	PHONE	LATITUDE	LONGITUDE	County
Providence Mt. Carmel Hospital 982 E. Columbia Ave Colville, WA 99114	509-684-2561	N 48° 32' 27"	W 117° 53' 31"	STEVENS
Providence Sacred Heart Medical Center 101 W 8th Ave, Spokane, WA 99204	509-474-3131	47.6490 N	117.4131 W	SPOKANE
NEW Health Northport Medical 411 Summit Ave, Northport, WA 99157	509-732-4252	48.916400	-117.783130	STEVENS

SECTION II-B: UNIT MAPS

GOOD NEIGHBOR AUTHORITY SILVER HAZARDOUS FUELS REDUCTION UNIT 6

PROJECT NAME: Silver 2.0 Hazardous Fuels Reduction
CONTRACT #: 7033
TOWNSHIP(S): T40R42E
FOREST: Colville National Forest

REGION: Northeast Region
COUNTY(S): Stevens
ELEVATION RGE: 3120-4800



Treatment Area-
 Unit 6: 12 Acres
 Unit 9: 33 Acres
 Unit 11: 75 Acres
 Unit 12: 124 Acres
 Unit 13: 30 Acres
Total Net Acres: 274

Legend

- Machine Piling Units
- County
- Existing Roads

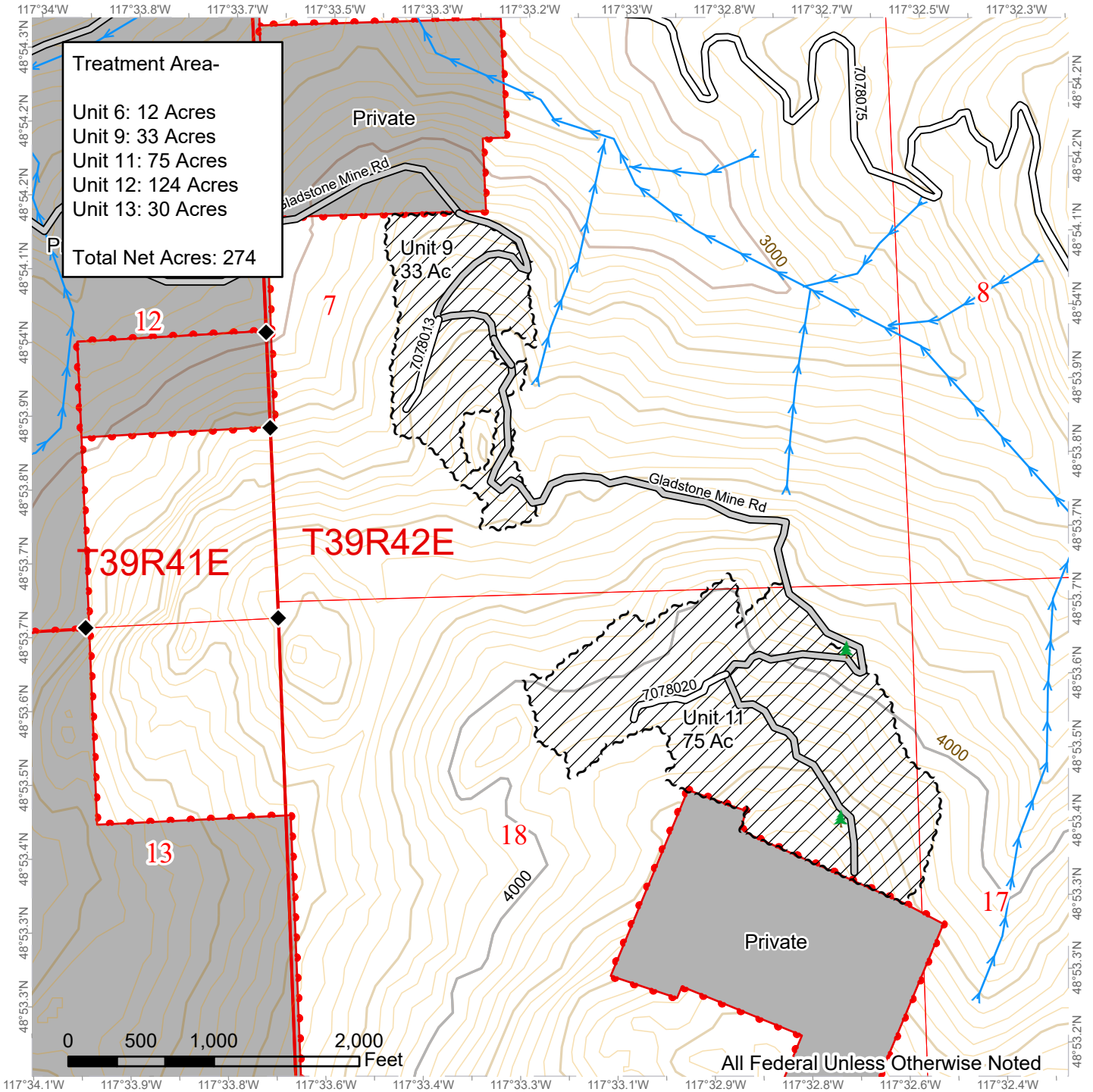
- Streams
- Non Federal Lands

- Public Land Survey Townships
- Survey Sections

GOOD NEIGHBOR AUTHORITY SILVER HAZARDOUS FUELS REDUCTION UNITS 9-11

PROJECT NAME: Silver 2.0 Hazardous Fuels Reduction
CONTRACT #: 7033
TOWNSHIP(S): T39R41E, T39R42E
FOREST: Colville National Forest

REGION: Northeast Region
COUNTY(S): Stevens
ELEVATION RGE: 3120-4800



Treatment Area-
 Unit 6: 12 Acres
 Unit 9: 33 Acres
 Unit 11: 75 Acres
 Unit 12: 124 Acres
 Unit 13: 30 Acres
Total Net Acres: 274

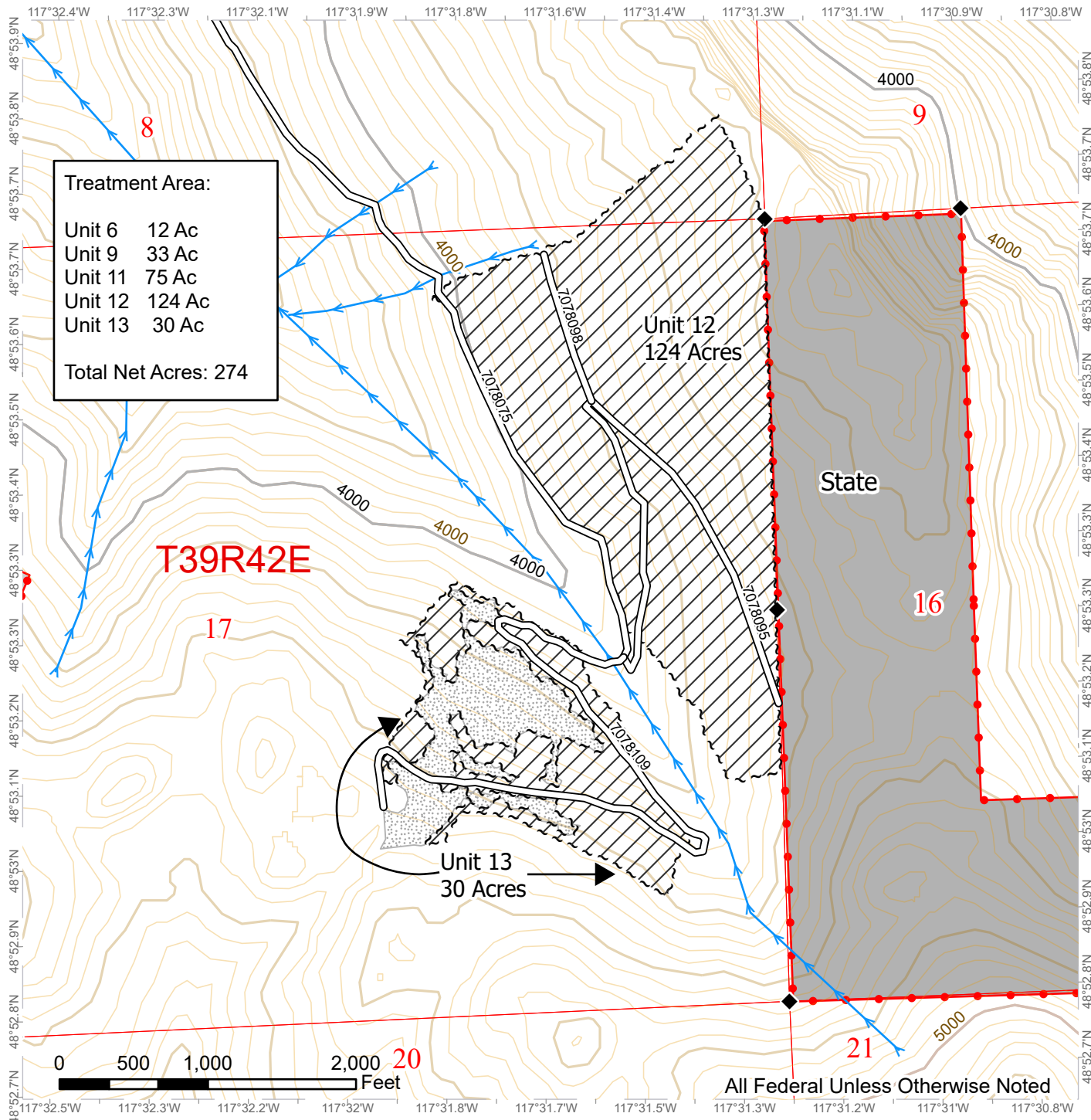
Legend					
	Machine Piling Units		Streams		Non Federal Lands
	County		Leave Tree Area		Public Land Survey Townships
	Existing Roads		Survey Monument		Survey Sections



GOOD NEIGHBOR AUTHORITY SILVER HAZARDOUS FUELS REDUCTION UNITS 12-13

PROJECT NAME: Silver 2.0 Hazardous Fuels Reduction
CONTRACT #: 7033
TOWNSHIP(S): T39N R42E
FOREST: Colville National Forest

REGION: Northeast Region
COUNTY(S): Stevens
ELEVATION RGE: 3120-4800



Treatment Area:

Unit 6	12 Ac
Unit 9	33 Ac
Unit 11	75 Ac
Unit 12	124 Ac
Unit 13	30 Ac
Total Net Acres: 274	

Legend

County	Survey Monument	Survey Sections
Existing Roads	Non Federal Lands	Machine Piling Units
Streams	Public Land Survey Townships	Equipment Travel Area

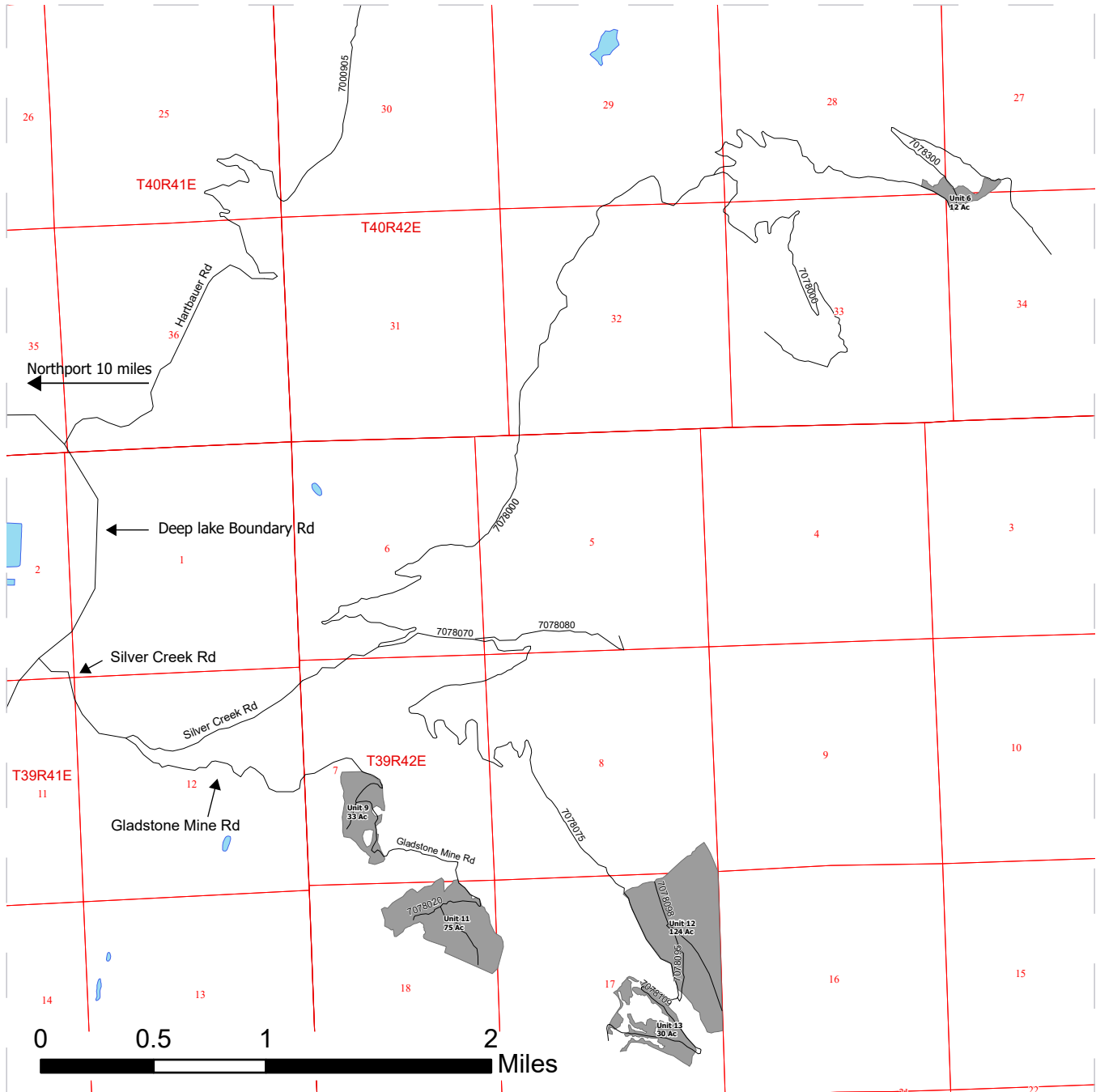
N

SECTION II-C: VICINITY MAP

GOOD NEIGHBOR AUTHORITY HAZARDOUS FUELS REDUCTION VICINITY MAP

PROJECT NAME: Silver 2.0 Hazardous Fuels Reduction
CONTRACT#: 7033
TOWNSHIP(S): T39NR42E, T40NR42E
FOREST: Colville National Forest

REGION: Northeast
COUNTY(S): Stevens
ELEVATION RGE: 3120-4800



Legend

- Silver 2.0 HFR Boundary
- Roads
- Public Land Survey Townships
- Survey Sections

DRIVING DIRECTIONS:

- To access **unit 6**, begin at intersection of Deep Lake Boundary Rd and Silver Creek Rd and head east for 1.5 miles. At the cattle guard, continue on the FS 7078000 for 0.4 miles. Turn left and continue for 4.3 miles. Turn right on the FS 7078300 and continue 1 mile to Unit 6.
- To access **units 9 and 11**, begin at intersection of Deep Lake Boundary Rd and Silver Creek Road and head east for 0.6 miles. Turn right on Gladstone Mine Rd, continue straight and keep left for 1 mile to Unit 9. Continue 1.2 miles to Unit 11.
- To access **units 12 and 13**, begin at intersection of Deep Lake Boundary Rd and Silver Creek Rd and head east for 1.5 miles. At the cattle guard continue on the FS 7078000 Road for 0.4 miles. Turn right on FS 7078070 for 0.5 miles. Turn right on the FS 7078075 and continue for 3 miles to Unit 12. Continue for 0.6 miles to Unit 13.

SECTION III: CONTRACT SIGNATURES PAGE

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

_____ Signature	_____ Date	_____ Signature	_____ Date
_____ Name		George Geissler _____ Name	
_____ Owner Title		State Forester _____ Title	
_____ Address		1111 Washington St. SE, Olympia, WA 98504 _____ Address	
_____ Telephone		360-902-1000 _____ Telephone	