INVITATION FOR BID (IFB) #1790:
Arcadia Ground Herbicide Contract
Northeast Region

You are invited to bid on the following solicitation to contract with the Department of Natural Resources (DNR/AGENCY) for silvicultural land management services on state owned forestlands. Specific information on work requirements and locations can be found in the attached draft contract (Exhibit 1). You are advised to examine the treatment units prior to submitting a bid. The implied warranty of fitness for a particular purpose, and all other warranties, express or implied, are excluded. For example, the Department of Natural Resources (DNR/AGENCY) does not warrant the estimated quantity of each item described in this solicitation. Additional information can be found in the following Attachments to the Bid: Exhibit 1 – Drafts Contract and Exhibit 2 – Bid Documents.

BID PROCEDURES

Bid Delivery
The bidder shall prepare one complete bid including the contents outlined in the Bid Contents Section of this IFB. The complete bid packet should be delivered to the address listed in the Bid Contents Section in its own envelope addressed to Bid Coordinator (identified below).

The Bid Coordinator for this solicitation is:
Phil Anderson, Northeast Region Intensive Management Forest
Phone: (509) 685-2734
Email: Phil.anderson@dnr.wa.gov

No facsimiled, e-mailed, or other non-original form of bids will be considered by DNR.

Bids will be accepted until 10:00AM, (PST), on June 18, 2019, at the address listed in the Bid Contents Section of this IFB.

Questions pertaining to this Invitation to Bid can be answered by contacting the Bid Coordinator. Oral explanations, interpretation, or instructions given before the award will not be binding.

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.
**Bid Contents**

Each bid shall include all of the following items; including the signature of the individual within the organization authorized to bind the Bidder to the offer:

1) **Exhibit 2: Bid Documents**
   a) Bidder Information (Exhibit 2-B)
   b) Bidder Certifications and Assurances (Exhibit 2-C)
   c) Contractor Certification (Exhibit 2-D)
   d) Bidder References* - (Exhibit 2-E)
      i) Reference work experience with other landowners or other DNR contracts
      ii) The bidder must submit between 1 and 3 references.
   e) Contractor’s Declaration of Industrial Insurance - (Exhibit 2-F)
   f) Solicitation to Offer and Contract Award - (Exhibit 2-G)
   g) Bid Form - (Exhibit 2-H)
      i) Bids shall include all costs related to the completion of the Work.
      ii) An Item Bid Price and a Total must be entered on the Bid Form for all of the Items in the draft contract (see Exhibit 1). All Item Totals for the contract must be summed and entered as the Total Price. In the event of a difference between the sum of all Item Totals and the Contract Price, the individual Item Totals shall prevail.

2) **Photocopy of a current year Washington State Farm Labor Contractors License.** The license shall meet the following requirements (for more information visit [http://www.lni.wa.gov](http://www.lni.wa.gov)):
   a) License type – Forestation/Reforestation
   b) Surety Bond Amount – at least $10,000 for the coverage of greater than 10 workers unless approval is granted for less coverage by the Bid Coordinator.
   c) A vehicle insurance authorization for the transport of workers.

3) **Photocopy of a current United States Department of Labor Farm Labor Contractors License and/or proof of application for license renewal for the subsequent licensing period.** A Driving and Transportation authorization is preferred. For more information visit [https://www.dol.gov/whd/mspa/](https://www.dol.gov/whd/mspa/).

All documents must be legible and properly completed.

Each bid envelope should be prepared in the following manner:

**Mailing address:**

Washington State Department of Natural Resources  
Ken McNamee c/o Phil Anderson  
Northeast Region Manager  
225 S. Silke Road  
Colville, WA 99114

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

**Lower left corner:** Arcadia Ground Herbicide Contract  
Invitation to Bid #1790
Bidders mailing 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. Proposals may not be transmitted using facsimile transmission or email. Any direct hand deliveries of Bid Documents should be sealed and prepared as described above, and delivered to the DNR Region Office during regular business hours (Monday through Friday 8:00am–4:30pm).

Offer to Contract
Your Invitation for Bid is a solicitation to offer to contract with the DNR. All bids shall remain firm for a period of 60 calendar days after the bid opening. Your bid becomes part of a contract if it is officially awarded by DNR.

Bidder Insurance
Refer to contract requirements outlined in Exhibit 1 – Draft Contract for specific information regarding the types and levels of insurance required to enter into the proposed contract with DNR.

Bid Opening
Bids will be accepted until the time and date specified in the bid delivery clause above. Bids may be reviewed by DNR as they are received, but bid evaluations will not occur and bid results will not be announced until after close of the solicitation period. Individuals who wish to request special accommodations for receiving bid results (e.g., sign language, interpreters, Braille, etc.) should contact the Bid Coordinator at least five (5) working days prior to the scheduled end of the solicitation period stated in the Bid Delivery Section of this IFB.

Withdrawal of Bid
A bidder’s authorized representative may withdraw a bid in person prior to the close of the solicitation period. Bidder’s representative will be required to show photo identification and sign on the bid summary sheet before the bid will be released. Bids may not be withdrawn following the close of the solicitation period.

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

No Obligation to Contract
This IFB does not obligate the state of Washington or the DNR to contract for services specified herein.

Rejection of Bids
The DNR reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this IFB.

Responsiveness
All bids will be reviewed by the Bid Coordinator to determine compliance with administrative requirements and instructions specified in this IFB. The Bidder is specifically notified that failure to comply with any part of the IFB may result in rejection of the proposal as non-responsive. The DNR also reserves the right at its sole discretion to waive minor administrative irregularities.
Most Favorable Terms
The DNR reserves the right to make an award without further discussion of the proposal(s) submitted. Therefore, the proposal should be submitted initially on the most favorable terms, which the Bidder can propose. There will be no best and final offer procedure. The DNR does reserve the right to contact a Bidder for clarification of its proposal.

The “Lowest Responsive and Responsible Bidder” should be prepared to accept this IFB for incorporation into a contract resulting from this IFB. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the DNR.

Lowest Responsive and Responsible Bidder
Award of this solicitation to the Lowest Responsive and Responsible Bidder shall be based on a qualitative assessment of the Bid Contents by the DNR. The Lowest Responsive and Responsible Bidder is not necessarily the bidder that submits the lowest bid price but is the bidder that receives the highest score during the bid evaluation process (see Bid Scoring section).

Criteria used in the bid evaluation process, per RCW 39.26.160, include but is not limited to: (a) the bid price; (b) the bidder’s ability, capacity, and skill to perform the contract; (c) the bidder’s character, integrity, reputation, judgment, experience, and efficiency; (d) whether the bidder can perform the contract within the time specified; (e) the quality of the bidder’s previous contract performance with the DNR or other landowners; (f) the bidder’s previous and current compliance with laws relating to the contract or services; and (g) the bidder’s receiving of a citation, in the past three years, for violation of Washington State wage payment laws (RCW 49.46, 49.48, or 49.52). The DNR’s determination that a bidder is not qualified may result in rejection of the bid submitted.

Any bidder who has had unsatisfactory performance resulting in the termination of a DNR contract, will not be considered a responsible bidder unless the bidder provides government or forest industry references demonstrating acceptable performance on at least one contract of work similar to that described in Exhibit 1 – Draft Contract attached to this IFB. DNR reserves the right to contact references and make its own judgment regarding their reliability. DNR will review situations on a case-by-case basis, and encourages interested bidders to contact DNR with any questions before the close of the bidding period.

Bid Scoring
The following weighting and points will be assigned to the bid for evaluation purposes:

<table>
<thead>
<tr>
<th>Lowest Responsive and Responsible Bidder Criteria</th>
<th>Weight Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid price (Exhibit 2-H - Bid Form)</td>
<td>8</td>
</tr>
<tr>
<td>Quality of previous work*</td>
<td>4</td>
</tr>
<tr>
<td>Productivity/crew size*</td>
<td>4</td>
</tr>
<tr>
<td>Other criteria described in RCW 39.26.160*</td>
<td>4</td>
</tr>
<tr>
<td>Total Points</td>
<td>20</td>
</tr>
</tbody>
</table>

*scoring of these categories will utilize references provided by the bidder (Exhibit 2-E) and prior performance evaluations on DNR silviculture contracts, when available.

The bid that receives the highest score will be awarded the solicitation. DNR reserves the right to award the contract to the Bidder whose proposal is deemed to be in the best interest of the DNR and the state of Washington.
Bid Evaluation Process
Responsive bids will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by the DNR, which will determine the ranking of the proposals. The Bid Coordinator may contact the Bidder for clarification of any portion of the Bidder’s proposal.

Complaint Procedure
Bidders are expected to raise any questions, exceptions, or requested additions they have concerning the IFB requirements early in the IFB process. Bidders may submit specific complaints to the Bid Coordinator if the bidder believes the IFB unduly constrains competition or contains inadequate or improper criteria. The complaint must be made in writing to the Bid Coordinator before the bid due date. The solicitation process may continue.

These complaints will not be handled through the protest procedures outlined below. However, the Bid Coordinator will forward a copy of the complaint to the Silviculture Operations Specialist for further review. Should a bidder complaint identify a change that would be in the best interest of the DNR to make, DNR may modify this IFB accordingly. The DNR 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 initially sent to the bidder (whether via e-mail, fax, or other method). The Bid Coordinator must receive debriefing requests no later than 4:00 PM, local time, on the third business day following the transmittal of the Unsuccessful Bidder Notification. The debriefing must be held within three (3) business days of the request and may be conducted in person or on the telephone.

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

- Evaluation and scoring of the firm’s proposal;
- Critique of the proposal based on the evaluation;
- Review of proposer’s final score in comparison with other final scores without identifying the other firms.

Comparisons between proposals or evaluations of the other proposals 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
Protests may be made only by bidders who submitted a response to this solicitation document 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. The Bid Coordinator must receive protests no later than 4:00 PM, local time, on the fifth business day following the debriefing. All protests must be in writing via email, addressed to the Bid Coordinator, by the protesting party or an authorized Agent. The protest must state the invitation for bid (IFB) number, the grounds for the protest with facts 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 herein. 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) A matter of bias, discrimination or conflict of interest on the part of DNR; (b) Errors in computing the score; and/or (c) Non-compliance with procedures described in the procurement document, DNR protest process, or requirements set forth by the Department of Enterprise Services (DES). Protests must be based on these factors to be considered.

Upon receipt of a protest, a protest review will be held by the DNR Office of Finance, Budget, and Economics and Silviculture Operations staff in Olympia. These DNR staff, that are not directly involved in this procurement, will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

The final determination of the protest shall:

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

If DNR determines that the protest is without merit, DNR will enter into a contract with the Lowest Responsive and Responsible Bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken. The protest decision is final and no appeal process will be required. If a protesting bidder does not accept DNR’s protest response, the bidder may try to seek relief from Thurston County Superior Court. A copy of the original protest and DNR’s response will be provided to the Commissioner of Public Lands and the Director of the Department of Enterprise Services.

**Award Letter**
The DNR makes every effort to mail an award letter with instructions and the final contract to the successful bidder within five (5) business days of bid opening.

<table>
<thead>
<tr>
<th><strong>Typical Solicitation Process Timeline</strong></th>
<th><strong>Time period</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Complaint period</td>
<td>Between IFB posting date and 1 business day prior to the close of the solicitation acceptance period</td>
</tr>
<tr>
<td>Bid evaluations</td>
<td>Following the bid response date/time</td>
</tr>
<tr>
<td>Announce “Lowest Responsive and Responsible Bidder” and send notifications to unsuccessful bidders</td>
<td>Within 5 business days following the conclusion of bid evaluation period</td>
</tr>
<tr>
<td>Period for requesting a debriefing conference</td>
<td>Between transmittal of notifications to unsuccessful bidders and the end of the fourth business day following transmittal</td>
</tr>
<tr>
<td>Debriefing conference</td>
<td>Within 3 business days of DNR's receiving of the debriefing request</td>
</tr>
<tr>
<td>Protest submission period</td>
<td>Within 5 business days of the debriefing conference</td>
</tr>
</tbody>
</table>
Final determination of protest | Within 5 business days of DNR's receiving of a protest

Sign contract & begin contract work | Following the conclusion of the "Period for requesting a debriefing conference" if no requests were received or the protest period, whichever is sooner

**Conditions on Award**

Within ten (5) business days after the bidder receives their award letter, DNR must receive an insurance certificate and other required documentation at the DNR office responsible for managing the contract. The Contract Manager, specified at the Pre-Work Conference, may extend this time upon written request.

If the bidder fails to submit the above items within the time specified, the DNR may consider the contract award rescinded.

**Right to Amend Invitation for Bid**

The DNR reserves the right to amend this Invitation for Bid, in which case DNR will notify all known bidders prior to bid opening.

**Registration with the Department of Enterprise Services WEBs system**

All bidders must 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/

**Registration with the Statewide Payee Desk**

Payments on this Invitation for Bid can only be paid out to contractors who are registered with the State of Washington Statewide Payee Desk. Please follow the link for instructions on how to register http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx

Or contact:
Statewide Payee Desk
P.O. Box 41450
Olympia, WA 98504-1434
Phone: 360-407-8180
PayeeHelpdesk@watech.wa.gov

**Special Remarks**

Term of contract: July 8, 2019 to August 15, 2019
Work start date: July 8, 2019
Timing restrictions: No work on State and Federal holidays, or when air temperature exceeds 85 degrees.
Locations: Unitis located in Spokane and Stevens Couties, WA
Logistical details (driving directions, vicinity maps, gate keys): Questions pertaining to access, easements, gates, treatments, and other logistical details can be answered by contacting Adam McClelland at (509) 680-8517, or Phil Anderson at (509) 685-2734.
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.

<table>
<thead>
<tr>
<th>HOSPITAL NAME AND ADDRESS</th>
<th>PHONE</th>
<th>LATITUDE</th>
<th>LONGITUDE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Providence</td>
<td>509-935-8211</td>
<td>N 48° 17’ 29.635”</td>
<td>W 117° 42’ 33.874”</td>
</tr>
<tr>
<td>St. Joseph Hospital</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>500 E. Webster</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chewelah, WA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>Contact Information</td>
<td>Latitude</td>
<td>Longitude</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>---------------------------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>Providence Holy Family Hospital</td>
<td>509-482-2460(ER)</td>
<td>N 47˚ 42’ 37.6090”</td>
<td>W 117˚ 24’ 24.7760”</td>
</tr>
<tr>
<td>5633 North Lidgerwood Street, Spokane, WA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Newport Community Hospital</td>
<td>509-447-2441</td>
<td>N 48˚ 10’ 54.6590”</td>
<td>W 117˚ 02’ 57.7300”</td>
</tr>
<tr>
<td>714 W. Pine Street, Newport, WA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Providence Sacred Heart Hospital</td>
<td>509-474-3344</td>
<td>N 47˚38’53.6100”</td>
<td>W 117˚24’ 48.7640”</td>
</tr>
<tr>
<td>101 West 8th Avenue, Spokane, WA 99</td>
<td></td>
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</tr>
</tbody>
</table>
EXHIBIT 1: Draft Contract
Northeast Region

GROUND HERBICIDE
Contract Number #1790

Contract Digest: GROUND HERBICIDE

- 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

SECTION III – CONTRACT SIGNATURES PAGE
DEFINITIONS

‘Compliance Forester’ means DNR staff that performs the compliance inspections, approves Work, recommends payment to the Contract Manager, and manages the Work Schedule.

‘Contract Manager’ means DNR staff that 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 bidder who was awarded this Contract.

‘DNR’ means The Department of Natural Resources of the State of Washington, acting through an authorized employee.

‘Designated Contract Representative(s)’ mean those individuals designated by Contractor on the Pre Work form during the Pre Work Conference (A-18, A-19).

‘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. Force Majeure may result in an equitable adjustment in the time period to complete the Contract.

‘Pre-Work Conference’ is the meeting between DNR and Contractor after award of the contract is made but prior to commencement of work. Items agreed upon in this meeting are signed off by both DNR and Contractor and become part of the contract.

‘Region Manager’ means the designated DNR staff person responsible for managing the affairs of DNR in designated large geographic areas. The Region Manager may perform the duties of the Contract Manager.

‘Unit’ is the individual geographical area that the Work is to be done on. Each unit is specifically identified by number on the Bid Form (IFB -Exhibit 2-H), the Unit Description, and corresponding Unit Map (Section II).

‘Unit Bid Price’ is the rate per acre or per 1000 trees written in the Unit Bid Price column of the bid form (IFB -Exhibit 2-H).

‘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 Bid Form (IFB -Exhibit 2-H).

‘Work’ means the services Contractor is required to satisfactorily complete to fulfill terms of this contract. These services are described in Section I - Specifications for the Activity and Section II - Unit Description.

‘Work Schedule’ means the approved timeline for how the requirements of this contract will be fulfilled by Contractor. The Work Schedule is agreed upon during the Pre-Work Conference by both DNR and 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 the 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.

A-04 Road Easement and Road Use Permit Requirements
Contractor agrees to comply with the terms and conditions of all applicable road easements and road use permits.

A-05 Scope of DNR Advice
No advice by any agent, employee, or representative of DNR regarding the method or manner of performing shall constitute a representation or warranty that said method, manner or result thereof will conform to the contract or be suitable for Contractor's purposes under the contract. Contractor's reliance on any DNR advice regarding the method or manner of performance shall not relieve Contractor of any risk or obligation under the contract. Contractor retains the final responsibility for its operations under this contract and DNR shall not be liable for any injuries resulting from Contractor's reliance on any DNR advice regarding the method or manner of performance.

A-06 Performance Security
Contractor agrees to furnish, within ten (10) business days of receipt of the award letter, security
in the amount of ten percent (10%) of the total awarded contract price. The security shall be in the form of certified check or cashiers’ check made payable to the Washington State Department of Natural Resources, an irrevocable letter of credit, a performance bond, or a savings account assignment. A letter of credit must comply with Title 62A RCW, Article 5. Performance bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best’s Reports; any exception shall be reviewed and approved by DNR’s risk manager before the contract is accepted. 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 Region Manager 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. List of nearby medical facilities.
B. Pre-Work Conference Notes including Work Schedule.
C. Invitation for Bid #1790 including final Bid Documents (Exhibit 2) with signatures

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 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.

A. During the contract performance, Contractor shall protect the lives and health of workers performing the Work and other persons who may be affected by the Work and prevent damage to property at the Unit or adjacent to it. Contractor shall comply with all applicable
laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the
safety of persons or property or to protect them from damage, injury, or loss; and shall erect
and maintain all necessary safeguards for such safety and protection.

B. In an emergency affecting the safety or life of its workers or adjoining property, Contractor is
responsible to act to prevent such threatened loss or injury. Within 24 hours of any
emergency, Contractor shall notify the Compliance Forester. Contractor shall prepare an
incident report and submit it to DNR’s Region Manager within five (5) business days
following an emergency if directed to do so by the Compliance Forester.

C. The Compliance Forester reserves the right to shut down the Work area when any condition
of imminent danger is present. The Work area will remain shut down until the danger has
been removed by 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 Region
Manager in writing of its dispute. The Region Manager will review and set a meeting with
Contractor within fifteen (15) business days, unless Contractor agrees to a longer period.
After the meeting, the Region Manager will provide a written response.

A-16 Subcontracting
Contractor shall not enter into any subcontract or assignment of this contract.

A-17 Nondiscrimination
During the performance of this contract, Contractor shall comply with all federal and state
nondiscrimination laws, regulations, and policies.

In the event of Contractor’s noncompliance or refusal to comply with any nondiscrimination law,
regulation, or policy this contract may be rescinded, canceled, or terminated in whole or in part,
and Contractor may be declared ineligible for further contracts with DNR. Contractor shall,
however, be given a reasonable time in which to cure this noncompliance.

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 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-24 **Default of Contract**
Contractor’s breach of contract or failure to comply with the Work Schedule may lead to default of contract. If DNR determines that the contract is in default, it may exercise its right to terminate the contract, with forfeiture of performance security, and/or make a claim for damages.

A-25 **Washington State Forest Fire Protection Requirements**
Contractor and workers shall be familiar with the Washington State Forest Fire Protection Requirements and adhere to them. These requirements are found in: [Revised Code of Washington Chapter 76.04](https://laws.wa.gov/_Revised-Code-of-Washington/)
A-26 **Inspection**
DNR may inspect the Units for adherence to regulations and presence of fire tools. Any inspections by DNR shall not limit Contractor’s liability for failure to adhere to applicable regulations.

A-27 **Spark Arresters**
All of Contractor’s spark emitting engines will be equipped with spark arresters.

A-28 **Open Fires**
Contractor shall not build any open fires at any time of the year in the contract area without first obtaining written permission from the Compliance Forester.

A-29 **Removal of Merchantable Products**
Contractor is prohibited from removing merchantable or potentially merchantable products from the Units. A separate agreement or contract with DNR is required for removal of Christmas trees, boughs, brush pickings, decorative shrubs or trees, firewood, poles, posts and other merchantable or potentially merchantable material.

A-30 **Garbage**
Contractor shall dispose of garbage brought onto DNR lands in garbage disposal areas meeting all state, county, and local requirements. Garbage includes materials used for equipment maintenance, abandoned equipment, containers, and other expended materials.

A-31 **Camping**
Contractor is prohibited from using or authorizing its workers to camp on DNR managed lands outside of designated camp grounds.

A-33 **Term of Contract**
The term of this contract is from July 8, 2019 to August 15, 2019. The contract shall not be extended without written permission from the DNR Region Manager.
SECTION I-B: SPECIFICATIONS FOR THE ACTIVITY

Contractor shall transport, mix, and apply herbicide to all Units according to the specifications of this section and as identified on the Unit Description Form.

B-01 Workers, Supervision, Equipment, and Materials

Contractor shall provide all of the following:

A. A minimum crew size of 10 workers, and a maximum crew size of 14 workers, unless otherwise approved by the Compliance Forester;

B. Adequate crew supervision, including at least one qualified non spraying, English speaking foreperson per crew, unless otherwise allowed by the Compliance Forester. The foreperson must have one season (at least three (3) months) of spraying experience. Documentation of a foreperson’s experience shall be provided to DNR upon request;

C. A licensed Commercial Operator or Applicator in the Work area when herbicide is being applied.

D. Transportation for all workers, equipment, and materials to the Units.

E. Serviceable equipment to satisfactorily accomplish treatment of acres described in the Unit Description.

F. All safety equipment needed to meet all legal requirements for the Work.

G. All approved herbicides for the Work and carrier as specified in the Unit Description(s).

H. Liquid coloring agent if specified in the Unit Description(s). Liquid coloring agent shall be "BullsEye" (blue or red) manufactured by Milliken Chemicals; an equivalent product may be substituted if approved in writing by DNR.

I. Other specific requirements for equipment and materials [OPTIONAL]:

   a. Minimum batch mixing capacity of 50 gallons at a time.

      i. NOTE: IF MINIMUM CAPACITY IS BETWEEN 30-50 GALLONS, USE THIS LANGUAGE:
      Batching shall occur in a single container that meets all product label specifications for all herbicides specified in the contract.
      All batching containers (drums, barrels, etc.) must be constructed of a non-porous and nonreactive material, be of sturdy construction, be free of defects, leaks, or cracks, and otherwise be in good working condition.
      All batching containers shall also have graduation marks in 5-gallon increments to help measure the contents. Under no circumstances will batch mixing occur within applicator backpacks.

      Approval to change any of these requirements shall only occur with prior written approval from the Contract Manager.
b. Capacity to provide full agitation to ensure adequate and thorough mixing of all chemicals, water, and adjuvants. Prior to starting work, the Contract Manager must approve the method to be used by the Contractor in writing. In some cases, hand mixing may be acceptable. In other cases, motorized agitation may be required.

Contractor shall bear all costs of operation not specifically furnished by DNR.

B-02 Herbicide Application Requirements
Contractor shall be responsible for all of the following:
A. Mixing and applying herbicide on site as per the Unit Description(s).

B. Upon request, providing a sample of the herbicide solution being applied as treatment.

C. Keeping written English language records of each day's application work, including the specific location of areas treated with herbicide and the method of placement. The records to be kept shall be as per DNR's "Chemical Application Record". Contractor shall provide DNR with such records prior to payment for Work completed, or at any time earlier if requested by DNR.

D. Keeping herbicide from contacting conifer trees.

E. Marking treatment strips, spots, stems, or clumps with flagging and/or semi-permanent marker as specified in Pre-Work Conference.

F. Properly disposing of all herbicide solutions, residues and empty containers in accordance with applicable laws.

G. Refraining from applying herbicide to DNR designated buffer area.

H. Immediately removing any debris or soil deposited in ditches, culverts, or roadways.

I. Avoiding any activities that will result in excessive deterioration of ditches, culverts, or roadways.

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 spray boundaries will consist of easily identifiable features (including but not limited to roads, streams, or abrupt changes in forest type or age). 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, above.

B-03 Contractor Safety Responsibilities
In addition to the Safety Compliance requirements identified in Clause A-13, Contractor is responsible for initiating, maintaining, and supervising the additional safety precautions below, and ensuring that workspaces and materials meet the following requirements in connection with the performance of the work.
A. Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to DNR. DNR shall, at all times, have a right of access to all records of exposure.

B. Contractor shall ensure that the use of herbicides authorized by this Contract in the performance of the Work shall be done in conformance with product labeling. If there is a conflict between product labeling and applicable environmental law, then the applicable law shall apply to Contractor’s actions.

C. Contractor shall provide all persons working in the Work area with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their Work area.

1. Information. At a minimum, Contractor shall inform persons working in the Work area of:

   a. The requirements of Chapter 296-62 WAC, General Occupational Health Standards;

   b. Any operations in their Work area where hazardous chemicals are present; and

   c. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by Chapter 296-62 WAC.

2. Training. At a minimum, Contractor shall provide training for persons working in the Work area which includes:

   a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the Work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance of odor of hazardous chemicals when being released, etc.);

   b. The physical and health hazards of the chemicals in the Work area and the appropriate methods for the use of herbicide chemicals used to perform the Work;

   c. The measures such persons can take to protect themselves from these hazards including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those in the Work area from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and

   d. The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.

3. Except as otherwise authorized by this Contract to carry out the Work, Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following
duties:

a. Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Work area, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state, or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance.

b. Contractor shall promptly notify DNR of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify DNR of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Work area by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party in the Work area.

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

B-04 Unit Description
The Unit Description details the characteristics and specific Work requirements for each unit. If specific requirements of the Unit Description conflict with the specifications in this section of the contract, the specific requirements of the Unit Description will prevail.

B-05 Weather Conditions
Contractor shall be responsible for ceasing operations when product labeling, local industry standards or other information indicate herbicide treatment may be ineffective or pose an unacceptable risk of noncompliance with applicable laws pertaining to the application of herbicides due to environmental conditions, such as:

A. Air temperature of less than 40 degrees F (40°F) or greater than 85 degrees F (85°F); or

B. Wind velocity greater than twelve (12) miles per hour; or

C. Rainfall causes water to run down stems of target plants; or

D. The Compliance Forester determines spray conditions are unsuitable.

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

B-06 Department of Natural Resources Obligations
DNR shall be responsible for providing a Compliance Forester to acquaint Contractor with the unit(s) and to conduct periodic field inspections, provided that the Compliance Forester shall not limit Contractor’s performance of the Work or limit Contractor’s liability for its actions under this Contract.
B-07 Special Requirements

A. Starting Date for Work
Contractor shall begin Work on July 8, 2019, unless the Contract Manager approves alternative plans, or the Compliance Forester anticipates or unfavorable weather conditions (Clause B-05).

B. Digital Map Software on Site
Contractor shall have crew supervisor equipped with Avenza Maps, or any similar georeferenced-mapping product with unit maps loaded on a mobile device.
SECTION I-C: Compliance Inspection and Payments

C-01 Field Inspections
The Compliance Forester will conduct periodic inspections. Inspections may be done concurrently with Work but will be completed no later than five (5) business days after Work completion on the Unit. Inspection of the Work performed and payment will be based on acreage completed.

A. The Compliance Forester will use specifications contained in Section I-B and in the Unit Description to determine if Work performed is satisfactory.

B. The Compliance Forester may at his/her option, subdivide and inspect, units to determine the acceptability of Work performed. Subdivisions for this purpose will be a minimum of ten (10) acres in size.

C-02 Re-work of Unsatisfactory Units
The Compliance Forester may require Contractor to re-work a Unit on which Contractor's Work performance is not rated satisfactory. The Compliance Forester may require the re-work to be completed prior to starting Work on a new Unit. Reworked areas will be reexamined for contract compliance; the resulting performance rating will supersede the previous performance rating for the area in question.

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

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

C-03 Payments
DNR will issue payments after field inspections have been completed. Payments will be made using the following criteria to determine rates and schedules:

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

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

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

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

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

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

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

\[
\frac{\text{Total gallons of solution applied}}{\text{total gallons of solution specified}} \times 100 = \% \text{ of}
\]
specified

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

EXAMPLE:

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

50 acres x 10 gallons = 500 gallons of solution specified

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

84% x $3,750.00 = $3,150.00 payment for unit (reduction in payment of $620.00)
### SECTION II-A: UNIT DESCRIPTION

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<th>Legal Description</th>
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Application Requirements:
1. No less than 8 gallons of water/product solution shall be applied per acre.
2. Herbicide shall be applied as a directed spray treatment.
3. Spray coverage shall be uniform across units.
4. Contractor shall submit completed chemical application records for each unit within 24 hours of unit completion.
5. BullsEye: Mix at 0.5 oz/gallon
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<th>Product</th>
<th>EPA Registration #</th>
<th>Active Ingredient</th>
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<td>48</td>
<td></td>
<td>162.4</td>
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<tr>
<td></td>
<td>Polaris AC</td>
<td>228-480</td>
<td>Imazapyr</td>
<td>4.0 Lb/Gal 43.3%</td>
<td>Water</td>
<td>14</td>
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<td>47.4</td>
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<td></td>
<td>Syl-Tac EA</td>
<td>N/A</td>
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<td>N/A</td>
<td>Water</td>
<td>12.8</td>
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<td>43.3</td>
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<tr>
<td></td>
<td>BullsEye</td>
<td>N/A</td>
<td></td>
<td>N/A</td>
<td>Water</td>
<td>5</td>
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<td>Bronc Max</td>
<td>N/A</td>
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<td>Water</td>
<td>6.4</td>
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<td>Aqua Neat</td>
<td>228-365</td>
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<td>5.4 lb/gal 53.8%</td>
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<td></td>
<td>BullsEye</td>
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<td>Water</td>
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**Mix 1 Order:**
1. Bronc MaX
2. Glyphosate
3. Imazapyr
4. Syl-Tac EA
5. BullsEye

**Mix 2 Order:**
1. Bronc Max
2. Glyphosate
3. Imazapyr
4. Transline
5. Syl-Tac EA
6. BullsEye

**ALLOWABLE SUBSTITUTES:**
1. Aqua Neat: Rodeo (EPA#62719-324), Alligare Gly 5.4 (EPA# 81927-8)
2. Polaris AC: Alligare Imazapyr 4SL (EPA# 81927-24)
3. Syl-tac EA: An equivalent approved by Contract Manager
5. BullsEye: An equivalent approved by Contract Manager.
SECTION II-B: UNIT MAPS
UNIT MAP

Activity Type: Site Prep - Spray
Work Unit: Arcadia(South)
Unit Name: Allen FSALV U4
Northeast Region: Unit Acres: 107
Contract No. ####
Unit No. 1

Legend
Gates Open and Closed
Gate Status
- 10: Open
- 20: Closed
- 30: Seasonal
- 90: Unknown

Existing Roads; <Null>; Unknown

Closed, Decommissioned, FP Abandoned, Orphaned, Pending Abandonment

40 ft. Contours
Site Prep - Spray
DNR-Managed Lands
Public Land Survey Townships
Public Land Survey Sections

E-393807J

1:10,000
5/14/2019
40’ Contours
UNIT MAP

Activity Type: Site Prep - Spray
Work Unit: Arcadia(South)
Unit Name: Far South U3

Northeast Region
Unit Acres: 26
Unit No. 4

Legend

Gates Open and Closed
Gate Status
G 10: Open
R 20: Closed
S 30: Seasonal
U 98: Unknown

Existing Roads: <Null>; Unknown

Closed; Decommissioned; FP Abandoned; Orphaned; Pending Abandonment

40 ft. Contours
DNR-Managed Lands
Public Land Survey Townships
Public Land Survey Sections

1:10,000
5/14/2019
40' Contours
UNIT MAP

Activity Type: Site Prep - Spray
Work Unit: Arcadia(South)
Unit Name: Happy Tum U6

Northeast Region
Unit Acres: 40
Unit No. 8

Legend

Gates Open and Closed
Gate Status
10: Open
20: Closed
30: Seasonal
99: Unknown

40 ft. Contours
Site Prep - Spray
DNR-Managed Lands
Public Land Survey Townships
Public Land Survey Sections

Existing Roads: <NULL>: Unknown

Closed; Decommissioned; FP Abandoned; Orphaned; Pending Abandonment

1:10,000
5/14/2019
40' Contours

Washington State Department of Natural Resources • IFB # 1790 Exhibit 1 Draft Contract
Page 28 of 41
UNIT MAP

Activity Type: Site Prep - Spray  
Work Unit: Arcadia(South)  
Unit Name: Milan Fit Unit 02

Northeast Region
Unit Acres: 38
Unit No. 8

Legend

Gates Open and Closed

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</thead>
<tbody>
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</tr>
<tr>
<td>Closed</td>
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</tr>
<tr>
<td>Seasonal</td>
<td>30.</td>
</tr>
<tr>
<td>Unknown</td>
<td>99.</td>
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Existing Roads: <Null>; Unknown
Closed, Decommissioned, FP Abandoned, Orphaned, Pending Abandonment

40 ft. Contours
Site Prep. Spray
DNR-Managed Lands
Public Land Survey Townships
Public Land Survey Sections

1:10,000
5/14/2019
40' Contours
SECTION II-C: VICINITY MAPS
**DRIVING DIRECTIONS:**

From intersection of Hwy 395 and Deer Park, WA, go east 2.7 miles on Crawford Road. Crawford Road becomes Deer Park-Milan Road. Continue east 4.9 miles to intersection with Milan-Elk Road.

Unit 1: Turn right and go south 0.2 mile on Milan Road. Turn left onto Hardesty Road. Travel 0.4 mile to E294336A Road. Turn left through the gate, following E294336A Road 0.7 mile to Unit 1.

Unit 2, 3, 4, 5, 6: At Intersection of Deer Park-Milan Road and Milan-Elk Road, turn north. Follow Milan-Elk Road 3.9 miles to Elk-Chattaroy Road. Turn right onto Elk-Chattaroy Road. Travel southeasterly 1.6 miles. Elk-Chattaroy Road then turns south. (Nelson Road continues east.) Go south 0.5 mile. Turn left on to Blanchard Road. Travel 1.0 mile.

Unit 2: Turn right onto Conklin Road. Go south 2.2 miles. Watch for Conklin Road intersection with Laurel Road (which continues eastward). Turn right onto Conklin Road. Go south 1.4 miles to access Unit 2.

Unit 3, 4, 5, 6: At intersection of Conklin Road and Blanchard Road, go east 2.4 miles. Turn right through the gate, onto E294424A. Go south 0.4 mile to junction with E294424E.

Unit 3, 4, 6: Continue south 1.2 miles on E294424A to Units.

Unit 5: At intersection of E294424A and E294424E follow E294424E west and then south for 2.0 miles to enter Unit.

---

Prepared By: dzei490 12/02/2016
Modification Date: 12/14/2016
IN WITNESS WHEREOF, the parties have executed this Agreement.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ken McNamee</td>
<td>Ken McNamee</td>
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</table>

<table>
<thead>
<tr>
<th>Name</th>
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<td>Region Manager</td>
<td>Region Manager</td>
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<tr>
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<td>Address</td>
<td>Address</td>
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<tr>
<td>Telephone</td>
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</table>
EXHIBIT 2: Bid Documents
EXHIBIT 2-A: FORMS CHECKLIST

This checklist is provided for Bidder’s convenience only and identifies the bid documents that are required to be submitted with the Bid package for it to be accepted. Any Bid packages received without these documents may be rejected:

- Bidder Information - (Exhibit 2-B)
- Bidder Certifications and Assurances (Exhibit 2-C)
- Contractor Certification (Exhibit 2-D)
- Bidder References - (Exhibit 2-E)
- Contractor’s Declaration of Industrial Insurance - (Exhibit 2-F)
- Solicitation to Offer and Contract Award - (Exhibit 2-G)
- Photocopy of a current year Washington State Farm Labor Contractors License
- Photocopy of a current United States Department of Labor Farm Labor Contractors License
- Bid Form - (Exhibit 2-H)
**EXHIBIT 2-B: BIDDER INFORMATION**

Identify the Authorized Representative by clearly filling out the table below. The Authorized Representative is the individual within the organization whose signature binds the Bidder to the offer.

**Authorized Representative**

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Contact phone number(s)</td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>

________________________________________________________

Authorized Representative Signature and Date
I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.

2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by DNR without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.

4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

5. I/we understand that DNR will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of DNR, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.

6. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Bidder or to any competitor.

7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

9. I/we grant DNR the right to contact references and others, who may have pertinent information regarding the Bidder’s prior experience and ability to perform the services contemplated in this IFB.

10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

On behalf of the Bidder submitting this proposal, my name below attests to the accuracy of the above statement(s).

________________________________________  __________________________
Bidder’s Signature                    Date

Bidder’s Printed Name and Title
EXHIBIT 2-D: CONTRACTOR CERTIFICATION
RESPONSIBLE BIDDER CRITERIA – WAGE LAW COMPLIANCE

WASHINGTON STATE PROCUREMENT OF GOODS & SERVICES CONTRACTS

Prior to awarding a contract, agencies are required to determine that a bidder is a 'responsible bidder.' See RCW 39.26.160(2) 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 SSB5301).

SOLICITATION DATE: Month May, Day 21, Year 2019

I hereby certify, on behalf of the firm identified below, as follows (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.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications 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 this contractor certification to the solicitation coordinator listed in the solicitation document.
EXHIBIT 2-E: BIDDER REFERENCES

INVITATION FOR BID (IFB) #1790
NORTHEAST REGION ARCADIA GROUND HERBICIDE CONTRACT

Bidder shall furnish a minimum of one reference that bid evaluators can check in order to assure the Bidder is capable of performing the work described in Exhibit 1 – Draft Contract with a high level of quality and professionalism. 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 Exhibit 1 – Draft Contract, and/or 2) contact information for a landowner the Bidder has recently completed work similar to that described in Exhibit 1 – Draft Contract.

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.

NAME OF FIRM SUBMITTING Bid for whom this reference applies: ________________________________________

(Note: Consultant submission of this form constitutes permission for AGENCY to contact the reference indicated herein.)

| 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)
### EXHIBIT 2-E BIDDER REFERENCES (continued)

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<tr>
<td>Time Frame of Services Provided:</td>
<td>Budget for Services Performed by Bidder:</td>
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<tr>
<td>Type of Services Performed:</td>
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EXHIBIT 2-F: CONTRACTOR'S DECLARATION OF INDUSTRIAL INSURANCE STATUS

INVITATION TO BID NUMBER 1790
(For Bidder Use Only)

The undersigned represents that they operate as (check one)____ an individual, as ____ a partnership, or as ____ a corporation incorporated in the State of __________________________. The undersigned further certifies that they will not be assisted by other individuals in the performance of this contract.

For the purpose of Industrial Insurance premiums payable to the Department of Labor and Industries, every individual in a partnership or joint venture must sign this bid sheet. Individuals not signing the bid sheet but assisting with the Work will be considered workers for the purpose of Industrial Insurance except at the express approval of the Department of Labor and Industries.

Bidder’s Name __________________________ Labor & Industries Account # __________________________

Signature __________________________ Washington Business License # __________________________

Title __________________________ Additional Signatures __________________________

Address __________________________________________________________

City and State __________________________________________________________

Business Phone __________________________

Home Phone __________________________

Email Address __________________________

To whom it may concern:

The purpose of this form is to inform persons engaged in contracting activities of their liabilities under the mandatory provisions of the Industrial Insurance Act, Title 51 RCW.

The law provides benefits for a worker, injured in the course of his employment, or his family or dependents in case of death of the worker.

Worker is defined in the law as every person engaged in the employment of an employer under Title 51 RCW or every person working under an independent contract. RCW 51.08.180.

As one whom contracts to perform activities, you may require the assistance of other individuals to complete this contract. In that case, you are required to establish an industrial insurance account with the Department of Labor and Industries and pay the prescribed premium on behalf of your workers.

In the event you obtain the assistance of another person or persons to perform Work in connection with this contract, regardless of the circumstances, you should contact the Department of Labor and Industries at one of its statewide service locations or its Olympia headquarters. You will then be provided with the necessary information regarding opening an account, premium rates, and reporting requirements.

NOTE: Return one (1) copy of this form with each Bid Form (Exhibit 2-H) as per the Invitation to Bid.
EXHIBIT 2-G: SOLICITATION TO OFFER

SOLICITATION TO OFFER (For Bidder Use Only)

On condition of a bid award for the Bid Price, the undersigned hereby offers and agrees to furnish services in compliance with all terms, conditions, and specifications of Invitation to Bid #1790. Submittal of this offer with authorized signature constitutes complete understanding of all terms and conditions. Further, submittal of this offer constitutes acceptance of and agreement to comply with all terms and conditions of the contract if awarded, and verifies that all services will be available throughout the period of the contract.

(Bidder’s Name)

(Address)

(City)  (State)  (Zip)

(UBI No.)      By:  

(Signature)  (Date)

(L & I Industrial Insurance Account No.)

(Typed or Printed Name)

(Farm Labor Contractor License No.)

(Title)

(Federal I.D. No.)

(phone No.)

(Email address)

SOLICITATION AWARD (For Dept. of Nat. Resources Use Only)

Invitation to Bid #1790 is hereby awarded to __________________

State of Washington,
Department of Natural Resources

By:  

(Signature)  (Date)

Ken McNamee, Northeast Region Manager

NOTE: Return one (1) copy of this form with each Bid Form (Exhibit 2-H) as per the Invitation to Bid guidance.
EXHIBIT 2-H: BID FORM

Invitation to Bid # 1790
Arcadia Ground Herbicide Contract

INSTRUCTIONS: Bids should include all costs related to the completion of the Work. A Bid Price per Item and an Item Total must be entered for all of the Items on the Bid Form. Each Item Total is calculated by multiplying the Acres by the Bid Price Per Acre. All Item Totals must be summed and entered as the Total Bid Price. In the event of a difference between the sum of all Item Totals and the Total Bid Price, the individual Item Totals shall prevail. All Bid Forms must be signed in ink. If the bid is made by a corporation, it shall be signed by the corporation’s authorized designee. Incomplete or unsigned bids may be rejected. Actual payment is determined by work performance described in the Draft Contract (Exhibit 1).

At the following rates, the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of Invitation to Bid #1790.

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<tr>
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<td>26</td>
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<td>2</td>
<td>HAPPY TUM U4</td>
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<td>SPRINGBOARD U3</td>
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<td>93</td>
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| Total Acres: | 726 | Total Bid Price: | $ |

*refer to Section II of the draft contract (Exhibit 1) for more information on treatment units and required herbicides.

Bidder’s Name:

Signature: __________________________

Title: ______________________________

Company: ____________________________

Note:
Detach and return this Section as per Invitation to Bid.