



WILDFIRE

DNR PRE-SEASON APPLICATION AND AGREEMENT

For equipment not listed in the wage and equipment rate guide

A. Application Instructions

1. By submitting this application, the Contractor agrees to all terms and conditions of this pre-season application and agreement upon being contacted for service by DNR.
2. Incomplete applications will not be accepted.
3. Contractors who submit complete applications and comply with all of the agreement terms will be added to DNR's source list for Pre-Season Agreements.
4. Contractor must complete and sign by a representative with the authority to act on behalf of the Contractor:
 - o Read and Sign the Waiver and Release of Liability
 - o Read and Sign the Application
 - o Read and Sign the COVID-19 Contractor Vaccination Declaration
- NOTE: (1) The Waiver and Release of Liability (2) the Applications and (3) the COVID-19 Contractor Vaccination Declaration must be signed by a representative with the authority to act on behalf of the Contractor. Download, read and agree with the current years Washington State Wage & Equipment Rate Guide.
- Complete the linked Vendor Payee Registration Form with the Officer of Financial Management (OFM). "It's the Contractor's responsibility to ensure registration with OFM. DNR cannot make payments unless the Contractor is registered in the system.
- Submit the application to:

DNR – Wildfire Division
 ATTN: Wildfire Preparedness Coordinator
 1111 Washington Street SE
 Olympia, WA 98504-7307

B. Contractor Information

CONTRACTOR NAME Beyers Market		
CONTRACTOR ADDRESS 212 Hwy 97 N - PO Box 2109		
CITY Tonasket	STATE Washington	ZIP 98855
PHYSICAL LOCATION OF EQUIPMENT 212 Hwy 97 N		POINT OF HIRE & COUNTY Tonasket , Okanogan
PHONE 509-486-2183		EMAIL beyersonthego@gmail.com

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Many incidents occur at night or on weekends. It is essential that we have a primary and alternate contact as well as a 24-hour phone number

PRIMARY CONTRACTOR CONTACT	ALTERNATE CONTRACTOR CONTACT
PRIMARY CONTACT NAME Amey Walker	ALTERNATE CONTRACTOR NAME Geri Rawley
DAY PHONE 509-560-0937	DAY PHONE 509-486-2183
NIGHT PHONE 509-560-0937	NIGHT PHONE _____
EMAIL ADDRESS beyersonthego@gmail.com	EMAIL ADDRESS beyersonthego@gmail.com

C. Eligibility Information

X	1. Acknowledge Attachment A: Scope of Work Specifications	INITIALS AW
X	2. Acknowledge Attachment B: Cost and Invoicing	INITIALS AW
X	3. Acknowledge Attachment C: COVID PPE and Sanitation	INITIALS AW
X	4. Attach certificate confirming insurance coverage in effect at the time of Contractor's execution of this Agreement. Insurance coverage required in this Agreement must be maintained in full force and effect during the term of the Agreement. Renewal certificates are to be submitted to DNR as appropriate during the term of this Agreement. At no time whatsoever shall the Contractor engage in work under this Agreement without the required insurance coverage in full force and effect.	INITIALS AW
X	Please make an X below indicating these forms are attached: Commercial General Liability Business Auto Policy Employer's Liability ("Stop Gap") Insurance	X
X	5. COVID VACCINE CERTIFICATION (SECTION F) A completed COVID-19 Contractor Vaccination Certification is REQUIRED as part of this application. If a Contractor fails to submit the COVID-19 Vaccine Certification or is not able to perform in compliance with the Proclamation in whole or in part, DNR will currently not be able dispatch the resource. DNR will hold on to the application should policies change.	INITIALS AW

D. Equipment and Rates

Instructions: Please complete all blocks applicable to your equipment.

Do NOT include the following:

<input type="checkbox"/>	• ANY equipment under a USFS VIPR Agreement	INITIALS AW
<input type="checkbox"/>	• ANY equipment NOT listed in the Washington State Wage and Equipment Guide	INITIALS AW

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NOTE: Page 6 is your Waiver and Release of Liability. Please print page 6 and sign the section for Waiver and Release of Liability. Next fill out the **Contractor Certifications and Contractor Authorized Representative** and sign. Then scan and email this back with the filled out Pre-Season Agreement.

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E. Accepting the Waiver and Release of Liability

CONTAINS A WAIVER AND RELEASE OF LIABILITY PLEASE READ CAREFULLY

For and in consideration of employment as an independent contractor in fire suppression activities and logistical support, (CONTRACTOR/PRINT NAME), BEYERS MARKET,

and his/her heirs/successors in interests, do hereby **RELEASE** and forever **HOLD HARMLESS AND INDEMNIFY** the State of Washington, Department of Natural Resources and its officers, agents, and employees, from any and all claims, damages, and causes of action that may arise out of **CONTRACTOR'S** employment as an independent contractor in fire suppression activities and logistical support.

WAIVER AND RELEASE OF LIABILITY

CONTRACTOR agrees that if CONTRACTOR engages in fire suppression activities or logistical support, CONTRACTOR does so at CONTRACTOR'S own risk. This includes, without limitation, CONTRACTOR'S employment as an independent contractor during fire suppression activities where there is the risk of injury to, death of, and property damage for, CONTRACTOR. CONTRACTOR agrees that all participation in these activities is voluntary and CONTRACTOR assumes all risk of injury and death to CONTRACTOR or CONTRACTOR'S contraction of any illness or medical condition that might result, or any damage, loss or theft of any personal property belonging to CONTRACTOR. CONTRACTOR agrees on behalf of himself/herself (and CONTRACTOR'S personal representatives, heirs, executors, administrators, agents, and assigns) to **RELEASE** and **DISCHARGE** the State of Washington, Department of Natural Resources and its officers, agents, employees, and programs from any and all claims, damages, and causes of action that may arise out of CONTRACTOR'S employment as an independent contractor in fire suppression activities or logistical support. This **WAIVER AND RELEASE OF LIABILITY** includes, but is not limited to, injuries which may occur as a result of (a) CONTRACTOR'S use of any equipment or tools, (b) claims of negligence, (c) CONTRACTOR suffering injury, death, or property damage during fire suppression activities, and (d) CONTRACTOR slipping and falling while in or on Department of Natural Resources' premises.

CONTRACTOR acknowledges that CONTRACTOR has carefully read this **WAIVER AND RELEASE OF LIABILITY** and fully understands that it is a **RELEASE OF LIABILITY**. CONTRACTOR is waiving any right that CONTRACTOR may have to bring a legal action to assert a claim against the State of Washington for the State's negligence.

PLEASE READ AND SIGN:

I have read, understood, and accepted the conditions of the **WAIVER AND RELEASE OF LIABILITY** printed above.

CONTRACTOR'S SIGNATURE <i>Amy Walker</i>	PRINT NAME Amy Walker	DATE 06/12/22
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F. Contractor Certifications

By checking each box and initialing, Contractor (or designee) certifies that he/she has read, understands, agrees, and accepts the terms/conditions as outlined		
X	AW	I certify that I am 18 years of age or older.
X	AW	I certify that I possess a current valid driver's license for the type of vehicle/equipment being operated.
X	AW	I certify that I own, or have permission from the owner to operate, the vehicle/equipment contracted under this Agreement.

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X	AW	I certify that the vehicle/equipment contracted under this Agreement is in good working condition.
X	AW	I certify that the vehicle/equipment contracted under this Agreement is properly licensed.
X	AW	I certify that I will comply with all applicable laws, rules and regulations.

I certify, by signature below, that I have read this Agreement in its entirety, understand, agree, and accept all of the terms and conditions outlined within. that all of the information that I've provided is true and correct, and that I am authorized to act in the respective areas for matters related to this Agreement.

CONTRACTOR AUTHORIZED REPRESENTATIVE Amey Walker	TITLE Front End Manager/Fire Lunch Coordinator
SIGNATURE <i>Amey Walker</i>	DATE 06/12/22

PROCLAMATION 21-14.2 - COVID-19 CONTRACTOR VACCINATION DECLARATION

Pursuant to Proclamation 21-14.2 - COVID-19 Vaccination Requirement, as now or hereafter amended by the Governor ("Proclamation"), contractors who have goods, services, or public works contracts with a Washington state agency, including Department of Natural Resources (DNR), must ensure that their personnel (including subcontractors) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation.

DNR Contract Number **93-103724**

Name of Contractor **BEYERS MARKET**

I Amey Walker am an authorized representative of Beyers Market or an owner/sole proprietor.
Note: An owner/sole proprietor is a type of business owned and run by one person

I hereby certify, on behalf of the Contractor, as follows (check one):

- CONTRACTOR HAS A COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN THAT COMPLIES WITH THE VACCINATION PROCLAMATION. Contractor:
 - o Has reviewed and understands Contractor's obligations as set forth in Proclamation 21-14.2 - COVID-19 Vaccination Requirement, as now or hereafter amended;
 - o Has developed a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) that complies with the above-referenced Proclamation;
 - o Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
 - o To the extent Contractor is an owner/sole proprietor, Contractor certifies that Contractor is fully vaccinated against COVID-19 or is unable to get vaccinated because of a medical exemption or a conflict between the vaccination requirement and their sincerely held religious belief, practice, or observance, as applicable.
 - o Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
 - o Has operational procedures in place to ensure that any contract activities that occur in person and on site at Agency premises (other than only for a short period of time during a



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- given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
- o Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site and at Agency premises to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation;
 - o Will provide to DNR, upon request, Contractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same. For lease agreements, the notice may require the landlord to inventory all contracts where the contract requires workers to perform work on site and provide the inventory of contracts upon DNR's request.
 - o Agrees that it and its employees and subcontractors will comply with additional safety requirements as posted at DNR facilities/work sites when on site, such as taking and passing a health screen before entering, social distancing, submitting proof of a negative COVID-19 test, or wearing a face covering.

CONTRACTOR DOES NOT HAVE A COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN. Contractor does not have a current COVID-19 Contractor Vaccination Verification Plan and, Contractor would not be able to develop and provide a COVID-19 Contractor Vaccination Verification Plan to ensure that Contractor's personnel meet the COVID-19 vaccination requirements as set forth in the above-referenced Proclamation and provide the same to Agency within twenty-four (24) hours of such designation. [Note: Compliance with the Proclamation is mandatory. Contractors who are not able to perform in compliance with the Vaccination Proclamation will not be evaluated.]

PRINT FULL LEGAL ENTITY NAME OF CONTRACTED FIRM Beyers Market	
SIGNATURE OF AUTHORIZED <i>Amey Walker</i>	DATE 06/12/22
PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM Amey Walker	
TITLE OF PERSON SIGNING CERTIFICATE Front End Manager/Fire Lunch Coordinator	
PRINT COUNTY AND STATE WHERE SIGNED Okanogan, Washington	



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**Agency use only beyond this point.
Agreement number and period of performance will be added in by Agency upon acceptance of this
application and returned to contractor.**

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DNR AGREEMENT NO	93-103724
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This Agreement is entered into by the State of Washington, Department of Natural Resources, hereafter referred to as DNR/Agency, and ENTER CONTRACTOR NAME BEYERS MARKET hereafter referred to as the Contractor.

PURPOSE: The purpose of this Agreement is to contract for equipment and services from the Contractor to be used for fire suppression activities when under the supervision of DNR recognized wildland fire personnel.

The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, and trained/certified personnel necessary to meet or exceed the Agreement requirements to perform the work in a safe manner and to a professional standard. By entering into this Agreement with DNR to provide wildfire suppression resources, Contractor certifies and agrees that its equipment and operators will meet or exceed DNR minimum specifications. Failure to comply with the terms and conditions of this agreement may result in demobilization from the incident.

The Contractor understands this Agreement will be used only when needed as determined solely by DNR. DNR is not obligated to use the Contractor. DNR is obligated to compensate the Contractor only if the Contractor is dispatched to a wildfire incident by DNR and the Contractor otherwise complies with all of the material terms of this Agreement. DNR reserves the right to dispatch resources based on closest forces, cost effectiveness, and other considerations and is not required to utilize the Dispatch Priority List (DPL) only when DNR is the jurisdictional/paying agency.

AUTHORITY: Under RCW 76.04.015 and RCW 76.04.181, DNR may enter into preemptive agreements with landowners and others who have firefighting capability that may be utilized in DNR wildland fire suppression efforts.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated herein by reference, the parties mutually agree as follows:

1.01 PERIOD OF PERFORMANCE:

The period of performance of this Agreement shall begin on 6/14/2022 and end on 12/31/2025, unless extended by mutual agreement or terminated by the parties as provided herein.

2.01 THE CONTRACTOR SHALL:

- a) When requested by DNR, promptly provide the requested personnel and equipment for fire suppression operations.
- b) Not send personnel and equipment to an incident without a resource order. If equipment arrives to an incident without having a resource order, no compensation will be provided.
- c) Ensure the personnel and equipment furnished under this Agreement meet the standards specified in this Agreement.
- d) Require the Contractor's personnel and equipment to be under the supervision of DNR recognized wildland fire personnel when engaged in or supporting fire suppression activities. Such personnel and equipment must remain under such supervision until DNR recognized wildland fire personnel release them from the assigned wildfire incident.
- e) Ensure all personnel provided have training and qualifications for the work performed under this Agreement.
- f) Be responsible for any fines or penalties imposed upon the Contractor or the Contractors employees or equipment.



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- g) Bring this complete Agreement, including Attachments and any amendments, to the incident, and upon arrival at the incident, present these documents to the Incident Timekeeper or other point of contact provided by DNR.
- h) Understand that equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions, which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. The contractor agrees that what is considered wear and tear under these terms and conditions is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.

3.01 DNR SHALL:

- a) Provide dispatch instructions to the Contractor when assigned to fire suppression operations.
- b) Release the Contractor's personnel and equipment as soon as possible when no longer needed at a wildfire incident.

4.01 TRAINING/EXPERIENCE

- a) Each person employed by the Contractor under this Agreement shall meet the following minimum requirements, and be able to provide evidence that employees meet the requirements upon request:
 1. Personnel shall be trained in accordance with agreement requirements.
 2. Commercial Driver's License, as required.
 3. All operators shall be able to operate the equipment safely up to the manufacturer's limitations.
- b) DNR/Agency reserves the right to verify training at any time for all operators.

5.01 INDEPENDENT CAPACITY OF CONTRACTOR:

The Contractor and its employees or agents performing under this Agreement are not employees or agents of DNR. The Contractor will not represent itself nor claim to be an officer or employee of DNR or of the state of Washington by reason hereof, nor will the Contractor make any claims of right, privilege or benefit which would accrue to such employee under Washington law.

6.01 RIGHT OF INSPECTION:

The Contractor shall provide right of access to its facilities, equipment and personnel to DNR, any of its employees, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance and/or quality assurance under this Agreement.

7.01 VENDOR REGISTRATION:

Contractor is required to register for a Washington Statewide Vendor Number through the Office of Financial Management. State of Washington Payee Registration must be completed at time of initial hire. Form and instructions found on the Washington State Office of Financial Management (OFM) webpage: <https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendor-payee-services>

8.01 PAYMENT PROVISIONS:

DNR will provide payment to the contractor within 30 days of demobilizing from the incident. Contractor will be paid according to the rates and terms of this agreement. Specific documentation requirements, and payment processes are outlined in the scope of work.

9.01 STANDARD METHOD OF HIRE:

All operating cost including supplies, fuel, and labor is included in the rate paid to the contractor.

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10.01 LICENSING, ACCREDITATION AND REGISTRATION:

The Contractor shall comply with all applicable local, state and federal laws, licensing, accreditation and registration requirements or standards necessary for the performance of this Agreement.

11.01 SUBCONTRACTING:

The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of DNR. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to DNR for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Agreement.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement and all documents attached and incorporated by reference are carried forward to any subcontracts.

12.01 REMAIN OVERNIGHT ALLOWANCE (RON):

- a) Contractors under this agreement are not paid per diem or lodging expenses to and from incidents.
- b) When the incident cannot provide a campsite after the first shift worked, actual lodging expenses or the per diem locality rate published by OFM Statewide Accounting in the Washington State Administrative and Accounting Manual (SAAM), subsection 10.90 will be paid. Rate map may be found at <http://ofm.wa.gov/resources/travel.asp>. Double occupancy of hotel rooms is required. Any associated lodging taxes are reimbursable as documented. Lodging receipts, as well as documentation by incident personnel that a campsite was not provided, shall be submitted as supporting documentation with payment documents.
- c) When the incident cannot provide meals, reimbursement for meals is based on per diem locality rates minus any government-provided meals. The maximum allowable meal rates may be found at the website above.
- d) If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.
- e) The maximum RON that shall be allowed is based on the number of operators or crewmembers shown on the shift ticket. Payment shall be included as an addition on the QF-286 Emergency Equipment Use Invoice.
- f) Local contractors are not entitled to paid lodging or per diem expenses, unless written authorization with justification is provided by the Incident Commander.

13.01 INSURANCE:

Before using any of said rights granted herein and at its own expense, CONTRACTOR shall purchase and maintain, or require its agent(s)/subcontractor to 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 Project Manager. Contractor shall also provide renewal certificates as appropriate during the term of this Agreement.



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CONTRACTOR shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of CONTRACTOR to have its subcontractors and 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 Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. CONTRACTOR waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

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.



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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.

14.01 NON-DISCRIMINATION:

During the performance of this Agreement, the Contractor shall comply with all federal and state non-discrimination laws, regulations, and policies. In the event of the Contractor's non-compliance or refusal to comply with any non-discrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with DNR.

15.01 INDEMNIFICATION:

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

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractors' Agents, employees, representatives, or any Subcontractor or its employees.

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

16.01 RECORDS MAINTENANCE:

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

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

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



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17.01 TERMINATION FOR CAUSE:

The Agency may terminate this contract in whole, or in part, at any time after one (1) days' notice whenever it is determined that the contractor has failed to comply with the terms and conditions of the Contract. The Agency shall promptly notify the contractor in writing of the termination and the reasons for termination, together with the effective date of termination.

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

The Agency reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Agency to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the Agency provided in this contract are not exclusive and are in addition to any other rights and remedies, provided by law.

18.01 TERMINATION FOR CONVENIENCE:

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

19.01 TERMINATION PROCEDURES:

Upon termination of this contract, the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

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

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

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

- a) Stop work under the contract on the date, and to the extent specified, in the notice;
- b) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- c) Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;



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- d) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
- e) Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the Agency;
- f) Complete performance of such part of the work as shall not have been terminated by the Agent; and
- g) Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Agency has or may acquire an interest.

20.01 CONFLICT OF INTEREST:

DNR may, in its sole discretion, by written notice to the Contractor, terminate this Agreement if it is found after due notice and examination by DNR, that there is a violation of the State Ethics Law, Chapter 42.52 RCW or any similar statute involving the Contractor in the procurement of, or performance under, this Agreement. In the event this Agreement is terminated as provided above, DNR shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Agreement by the Contractor. The rights and remedies of DNR provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

21.01 DISPUTES:

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the delegate authorized to act on behalf of the Commissioner of Public Lands (Agent).

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

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

22.01 JURISDICTION/VENUE/ATTORNEYS' FEES:

This Agreement shall be construed and interpreted under the laws of the state of Washington and the venue of any action brought under this Agreement shall be in the Superior Court of Thurston County. The Contractor, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington in this matter. In the event of litigation or other action brought to enforce the terms of this Agreement, each party agrees to bear its own attorneys' fees and costs.

23.01 SEVERABILITY:

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.



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24.01 HARASSMENT:

Per RCW 43.01.135, Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-007 Harassment Prevention:
https://www.dnr.wa.gov/publications/em_PO01-007_harassment_prevention.pdf

25.01 COVID-19 VACCINATION REQUIREMENT:

Pursuant to Proclamation 21-14.2 - COVID-19 Vaccination Requirement, as now or hereafter amended by the Governor ("Proclamation"), contractors who have goods, services, or public works contracts with a Washington state agency, including the Department of Natural Resources (DNR), must ensure that their personnel (including subcontractors) who perform contract activities on-site comply with the COVID-19 vaccination requirements of the Proclamation, unless exempted as prescribed by the Proclamation. Compliance with the Proclamation is mandatory. Contractor shall comply with the Proclamation.

26.01 WAIVER:

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

27.01 ASSIGNABILITY:

This Agreement, and any claim arising under this Agreement, cannot be assigned or delegated by the Contractor either in whole or in part.

28.01 ENTIRE AGREEMENT:

This document and Attachments hereto incorporated by reference contain all covenants, stipulations, and provisions agreed by both parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein, except for extension of the completion date. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Agreement.

29.01 CONFORMANCE:

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

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Attachment A: Scope of Work

MINIMUM QUALIFICATIONS

- Be licensed to do business in the State of Washington or provide a commitment that it will become licensed to do business in the State of Washington prior to the execution of the agreement.
- Need to have previous experience catering, prefer at least three years.
- Have experience with on-site catering of breakfast, sacked lunch and dinner; and
- Possess or be able to obtain a Washington State Health Certification and Food Service Manager's Certification prior to event along with any other certifications as would be normal and prudent for a catering service.

CONTRACTORS ARE RESPONSIBLE FOR THE FOLLOWING:

- Training all employees in food handling and serving requirements.
- Complying with federal, state, and local laws or standards covering food handling.
- Ensure that only the Contractor employee's essential to the mission may remain at the event.
- Ensure servers are:
 - Neat and clean.
 - Wearing hair restraints (hairnets or caps) and aprons at all times.
 - Wearing plastic gloves when serving meals.
 - Be self-contained.

CONTRACTOR WILL PROVIDE:

- dining tent
- tables
- chairs
- wash stations
- trashcans
- and all necessary supplies.

DNR WILL PROVIDE:

- an area for set-up
- dumpster
- potable water
- graywater disposal

MEAL EXPECTATIONS

Breakfast

- Provide Servers
- Serve breakfast for an approximate two and a half-hour period, between the hours of 0530 and 0800.
- Supply coffee, tea, hot cocoa and accompanying accoutrements, along with milk, and juices per CoViD-19 requirements. No carbonated beverages or sports drink.
- Standard menu items and quantities to be available per person are listed below for each type of meal.
 1. Hot Breakfast

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- a. Eggs - 2 fresh eggs (3 when scrambled) or 6 oz. of liquid eggs (no egg product or powdered eggs).
 - b. Meat - 4 oz. (raw weight).
 - c. Bread - 1 to 1 ½ oz.
 - d. Pancakes, French Toast or Waffles or equivalent- 3 to 4 oz.
 - e. Potatoes - 6 oz. or equivalent starch.
 - f. Milk - 1/2 pint.
 - g. Fresh or Canned Fruit - (no apples or oranges).
 - h. Chilled 100% Fruit Juice - minimum 5½ oz.
 - i. Cooked Cereal - 6 oz.
 - j. Yogurt - minimum 4 oz.
2. Hot Container Breakfast - Hot Container Breakfasts are to be the same quality and quantity as the hot breakfasts served in camp.
 3. Cold Container Breakfasts - A cold container breakfast shall contain the following items:
 - a. Dry Cereal - 2 individual serving boxes, minimum of 3/4 oz. each.
 - b. Breakfast Protein Item - One or more items with a combined weight of 8 oz.
 - c. Milk - 1/2 pint.
 - d. Bread or equivalent starch - 5 oz.
 - e. Fresh (no apples or oranges) or Canned Fruit - 5½ oz.
 - f. 100% Fruit Juice - minimum of 5½ oz.
 - g. Yogurt - minimum of 4 oz.
 4. In addition to the above, the items listed below shall be made available for the breakfast meals including hot and cold container meals:
 - a. Butter, margarine, instant hot cereal, jelly or jam, peanut butter, salt, pepper, sugar, cream (or substitute), tea and hot chocolate. These items shall be individually packaged.
 - b. Salt, pepper, mustard, ketchup, steak sauce, salsa, hot peppers, brown sugar, raisins or other dried fruit, shall be provided in approved dispensers or original bottles in the dining tent area.
 - c. Appropriate items for hot and cold container breakfast will be determined and approved by the FDUL.
 - d. Brewed coffee and hot water for hot and cold container breakfasts shall be included at no additional cost if ordered by the FDUL.

Lunch

- Provide sack lunches by 0600 each day
- Supply daily a variety of vegetables and/or fruit juices with the sack lunches. No carbonated beverages or sports drink.
- Lunch sacks shall be clearly marked T-turkey, B-roast beef, H-ham and V-vegetarian and date prepared.

NOTE: In order to offer a variety of meat options each day, it is suggested that the overall number of lunches ordered each day be divided up in the following percentages - 80% turkey/roast beef/ham and 20% are vegetarian. Gluten free, and low carbohydrate options should be made available upon request.

1. Primary Meal - 1 Sandwich or Wrap



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- a. The sandwich/wrap shall be wrapped in plastic wrap or plastic bags
 - b. The sandwich/wrap shall contain a minimum of 2 oz. of bread or bread equivalent
 - c. The meat sandwich/wrap shall contain a minimum of 4 oz sliced (1) Whole/Full Muscle meat or a combination of meat & cheese
 - d. The vegetarian primary meal must consist of a minimum of 1 sandwich or wrap and shall contain 4 oz of a non-meat protein
 - e. Appropriate individually packaged condiments shall be provided and not put directly on the sandwich
2. Secondary Meal – Variety Item (Select 1)
 - a. May be a second sandwich/wrap or any of the variety items on the attached list
 3. Salads, Fresh Fruit, & Fresh Vegetables (Select 2)
 - a. Salads – Shall be made with a non-mayonnaise base
 4. Fresh Fruit – apples, pears, peaches, nectarines, plums, oranges, bananas, etc.
 - a. Fresh Vegetables – Minimum volume of 8 oz cup
 5. Energy Snacks – Select 6
 6. Condiments – Four Individual Factory Wrapped Condiment Packets
 7. Paper Napkins, Pre-Moistened Towelette – 2 Each

Both Entrée 1 and Entrée 2 will be included in each sack lunch.

ENTRÉE 1 shall consist of the following:

3 1/2 ounces of meat for one sandwich	<ul style="list-style-type: none"> • Meat sandwich shall contain 3 1/2 ounces of whole muscle meat Preferably fresh sliced deli meat - absolutely no pressed meat • Sandwich will be wrapped in plastic wrap or placed in plastic bag. Packaging shall keep sandwiches intact. Do not use wax paper.
Two slices of bread – 1 to 1.5 oz. each	<ul style="list-style-type: none"> • Must be good quality/deli-type bread – either whole wheat or multi-grain bread. 2 slices per baggie. • Must be fresh bread, not previously frozen.

Or, when specified – a VEGETARIAN sandwich, unassembled:

Peanut butter and jelly/jam Two slices of bread – 1 to 1.5 oz. each	<ul style="list-style-type: none"> • In separate packages if available – if not, this would be the only exception to providing an unassembled sandwich
Large bagel 2 individual packages of cream cheese Variety of vegetables	<ul style="list-style-type: none"> • Vegetables should be placed in separate sandwich baggies (lettuce, sprouts, onions, green pepper, etc.)
2 Slices of Cheese Two slices of bread – 1 to 1.5 oz. each 4 individual packets of condiments	<ul style="list-style-type: none"> • Must be real cheese (cheddar, colby or jack). No processed cheese food. • Condiments should be 2 mayonnaise and 2 mustard

ENTRÉE 2 shall consist of a second sandwich or an energy bar (or acceptable substitute – see Attachment #6 – Fire Lunch Examples). Entrée 2 must have a minimum nutritional value of 400 calories.

Each sack lunch will also include the following:



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<p>Multiple napkins, plastic knife, 2 towelettes</p>	<ul style="list-style-type: none"> • Paper towels can be substituted for napkins, knife should be plastic wrapped, towelettes individually wrapped.
<p>Snack (Factory wrapped or re-sealable, individually wrapped)</p>	<ul style="list-style-type: none"> • Two (2) or more snacks with a combined minimum nutritional value of at least 600 calories. It is preferred that these snacks be high in complex carbohydrate content. • All ingredients shall be identified and attached to the product for easy identification
<p>Fresh fruit or fresh veggies</p>	<ul style="list-style-type: none"> • An apple (size 100 count), an orange (size 88 count), 10-20 grapes in a baggie, or other fresh fruit of comparable size that does not easily bruise. The fruit should be different from the juice. • Vegetable suggestions would be celery or carrot sticks.
<p>Dried Fruit (Factory wrapped or re-sealable, individually wrapped)</p>	<ul style="list-style-type: none"> • This item shall have a minimum nutritional value of at least 200 calories. (Note: Most dried fruits have a caloric value of approximately 75 calories per oz.) • All ingredients shall be identified and attached to the product for easy identification.

You may be requested to provide diabetic lunches. Below are a few guidelines to assist in their preparation:

<p>Roast beef sandwich is preferred</p>	<p>However as long as the meat is not cured with sugar of any type, a substitution would be acceptable</p>
<p>Snacks</p>	<p><u>Plain</u> potato chips, nuts, raisins</p>
<p>Fruit or Vegetables</p>	<p>An apple (size 100 count), an orange (size 88 count), grapes in a baggie or other fresh fruit of comparable size that does not easily bruise. Vegetable suggestions would be celery or carrot sticks.</p>
<p>Diet Pop</p>	<p>Pepsi, Sprite</p>
<p>Sugar Free Gum or Candy</p>	

Do not include any of the following:

<p>Sugar</p>	<p>This includes "corn syrup" and "high fructose corn sweetener". Most flavored potato chips contain sugar.</p>
<p>Poultry</p>	<p>Chicken, turkey, egg products.</p>

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Dinner

- Provide servers.
- Serve dinner for an approximate two and a half-hour period, between the hours of 1800 and 2030.
- Supply coffee, tea, hot cocoa and accompanying accoutrements, along with milk, lemonade and ice tea per CoVID-19 requirements. No carbonated beverages or sports drink.
- Supply plates or individual containers per CoVID-19 requirements, cups, cutlery, napkins, salt/pepper and other normally provided condiments (i.e. hot sauces, ketchup, etc. which must be in individual servings)

Hot Dinners

1. Primary entrée/hot dinners shall include the items and quantities identified below.

(1) Whole/Full Muscle Meat (Raw Weight)

- a. Steak -10 oz. (boneless) or 14 oz. (bone-in), or
- b. Beef - 10 oz. (boneless) or 14 oz. (bone-in), or
- c. Beef and Pork Ribs - 10 oz. (boneless) or 18 oz. (bone-in), or
- d. Pork - 10 oz. (boneless) or 14 oz. (bone-in), or
- e. Lamb - 10 oz. (boneless) or 14 oz. (bone-in), or
- f. Poultry - 8 oz. (boneless) or 14 oz. (bone-in), or
- g. Ham - 8 oz. (boneless) or 12 oz. (bone-in), or
- h. Fish - 8 oz.
- i. Buffalo - 10 oz. (boneless) or 14 oz. (bone-in)

Contractors may elect to serve an entree such as lasagna or casseroles. However, these entrees must have a meat side dish which ensures the total meat quantity standard is met.

(2) Second Entrée (Non Meat) – Shall contain 4 oz. or more of non-meat protein.

(3) Vegetables - 4 oz.

(4) Potatoes - 6 oz. or equivalent starch.

(5) Bread - Two 1 to 1½ oz. slices or equivalent starch.

(6) Milk - 1/2 pint.

(7) Dessert - 4 oz.

(8) Self-Service Salad Bar shall contain: **(NOT ALLOWED UNTIL COVID RESTRICTIONS ARE LIFTED)**

- a. Seven salad toppings, including five fresh vegetables and two other toppings
- b. One tossed green salad with equal amounts of three types of leafy vegetables,
- c. Two prepared salads,
- d. One fresh fruit or fruit salad,
- e. Five types of salad dressings (regular and/or low/non-fat),
- f. Three salad condiments.

(9) Two salads - 4 oz. each

- a. One tossed green salad with equal amounts of three types' leafy vegetables with five fresh vegetable salad toppings and five types of salad dressings (regular and/or low/non-fat).
- b. One prepared salad.



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Additional Items for Hot Dinners - In addition to the above, the items listed below, shall be made available for the hot dinner meals:

- a. **Butter, margarine, jelly or jam, peanut butter, sugar, cream (or substitute), tea and hot chocolate. These items shall be individually packaged.**
- b. **Salsa, hot peppers, mustard, ketchup, steak sauce, salt, and pepper shall be provided in approved dispensers or original bottles in the dining tent area.**
- c. **Appropriate items for hot container dinners will be determined by the FDUL.**
- d. **Brewed Coffee, Hot Water, Cold Drinks and Ice Tea for hot container dinners shall be included at no additional cost if ordered by the FDUL.**



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Attachment B: Cost & Invoicing

COMPENSATION

Meal	Cost per person/ per day
Breakfast	
Lunch	\$18.00
Dinner	
Total Cost	\$18.00

*The price per meal, per person, per day, includes transportation to/from location, set-up and tear down, furnishing the food, service, delivery and gratuity – and any requirements as outlined.

Finalized meal counts will be provided by DNR's Representatives.

FINANCIAL DOCUMENTATION REQUIREMENTS:

- Contractor will submit daily invoices to the incident. At a minimum the invoice will contain:
 - Date
 - Vendor Name, Address, and Phone Number
 - quantity of meals provided per meal period.
 - cost per meal,
 - sales tax,
 - and total daily cost.
- Invoices will be reviewed and approved by the logistics section, and submitted to finance at the incident.
- Upon receiving documentation from the incident, the DNR will provide payment to the contractor.



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Attachment C: COVID PPE and Sanitation

Contractors shall adhere to all Centers for Disease Control and Prevention (CDC), state health authority and other regulatory agency requirements, guidelines and direction regarding the current Coronavirus (COVID-19) pandemic. Contractors must also comply with all agency infectious disease mitigation requirements when assigned to incidents and are required to provide all key supply items for the protection of their employees, vehicles and equipment when assigned to incidents.

- Caterers are subject to screening including a temperature check when entering an ICF.
- No use self-service food delivery in camps such as beverages, buffet style or salad bars.
- All personnel associated with caterer must wear surgical type face masks unless they are unavailable, then a face covering meeting CDC guidance may be worn.
- Food handlers are the only personnel in contact with the food, no serving lines.
- All meals must be packaged individually.
- Must keep meals warm when being transported (e.g. hot boxes, ice chests, cardboard boxes, etc.).
- Increase pre-packaged items, for example: breakfast muffins, deserts, salads, dressings, etc.
- Provide spatially separated tables that packaged meals and drinks can be placed on.
- Implement a one-way pedestrian traffic-line when picking up meals.
- Beverages will be served or handed out by caterer staff, when at all possible only supply commercially sealed beverages.
- Implement increased sanitation around food and water distribution areas.