



WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**  
Peter Goldmark - Commissioner of Public Lands

**Request for Qualifications & Quotations # 13-003**  
**GROUSE FLATS REBID II FUELS REDUCTION**  
**09-DG-11062752-011**

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**PERIOD OF PERFORMANCE**

July –November 2012

**PROJECT NAME**

GROUSE FLATS REBID II  
FUELS REDUCTION PROJECT  
County: **Garfield**

**CONTENTS OF THIS REQUEST  
FOR QUALIFICATIONS &  
QUOTATIONS**

1. Introduction
2. General Information
3. Proposal Contents
4. Evaluation and Award
5. Exhibit
  - A. Contract with General Terms and Conditions
  - B. Cost Detail Sheet

**MAXIMUM FUNDS AVAILABLE:  
\$30,000.00**

*(Acreage may be adjusted do to bid amounts received)*

**BIDDER ELIGIBILITY**

This procurement is open to those Contractors who satisfy the minimum qualifications stated herein and that are available for work in Washington State.

**RFQQ CONTACT**

Matt Eberlein  
Washington State Department of  
Natural Resources

Address 713 East Bowers Road  
Ellensburg, WA 98926

Phone: 509.925.8510

FAX: 509.925.8522

E-mail: [matt.eberlein@dnr.wa.gov](mailto:matt.eberlein@dnr.wa.gov)

**PROPOSAL DUE DATE & TIME**

**July 6th, 2012**

**Time 4:00 PM (PST)**

# **1. INTRODUCTION**

## **1.1 Purpose and Background**

The Washington State Department of Natural Resources, hereafter referred to as “DNR” is initiating this Request for Qualifications and Quotations (RFQQ) to solicit proposals from eligible firms interested in doing fuels modification work.

The purpose and intent behind this work is to reduce the likelihood of catastrophic wildfire where fuels reduction work will be applied.

## **1.2 Scope of Work**

The apparent successful contractor will be expected to provide labor, transportation, materials, and equipment for this fuels reduction project. Work will consist of fuel modification, vegetative clearing, tree thinning and pruning, chipping, and debris disposal by hand and/or mechanized crews. Hand crews will consist of a foreman, 3 or more laborers, a chipper, transportation and all equipment and supplies necessary to perform the tasks. Mechanical crews will consist of mastication or mulching machines with operator, transportation and all equipment and supplies to perform the tasks. The project is located in: Garfield County in parts of West ½, Section 10, T6N., R42 E., and is made up of three units comprising approximately 26 acres in size. A map outlining the project boundaries showing (previous and current) and unit designations is attached as Exhibit B, attached hereto and incorporated herein.

### **I. General prescription/specifications**

Ribbon color used to mark the operational unit boundaries are flagged in two different color patterns which include: Unit 1 and 2 are bounded by orange and white candy stripe and Unit 3 is bounded with red and white candy stripe ribbon.

1. Dead and down material up to 10 inches in diameter will be chipped and the chips scattered over the work site.
2. The limbs of dead and down trees greater than 10 inches in diameter will be removed and chipped and the remaining trunk will be left in place unless several trees have created a piled concentration. In this case, the remaining tree trunks will be separated by at least 10 feet from any other logs and left on site.
3. All vegetation stump heights will be cut no higher than 2 inches above the ground. All cuts will be a flat or parallel cut to the ground.
4. Standing dead trees with red needles still attached shall be felled and treated using the dead and down prescription as required in item 1 and 2 above.
5. Conifer snags will be felled if within 50 feet of another snag and will be treated using the dead and down prescription as required in item 1 and 2 above. Snags that pose a hazard to crews working in the area will be felled.

6. The Contractor will not cut any green trees from the premises that are greater than 8-inch diameter at breast height without prior approval from the Landowner.

7. Trees 8 inches and greater in diameter (DBH) will be pruned (live and dead limbs) up to a height of 10 feet. Limbs will be pruned when branches are larger than 2 inches diameter (regardless of length) or greater than 2 feet in length (regardless of diameter). No pruning will be done to a height greater than 50% of total tree height. The cut limbs will be chipped on site.

8. Trees less than 8 inches DBH will be spaced leaving 2 feet - 5 feet between crowns. Live and dead limbs will be pruned up to a height of 10 feet. Limbs will be pruned when branches are larger than 2 inches diameter (regardless of length) or greater than 2 feet in length (regardless of diameter). No pruning will be done to a height greater than 50% of total tree height. The cut limbs and stems will be chipped on site. Trees < 3 feet high do not require pruning.

9. Non-coniferous brush will be cut and chipped mowed on site unless islands are pre-designated or agreed to by the DNR contract administrator or his designee.

10. Ground disturbance from machinery use shall not exceed 15% on each acre and berms, ruts and other operator caused ground disturbance will be smoothed out to original contours before leaving the immediate work area.

11. If there are pre existing slash piles within the project boundaries prior to the project work being done the contractor will not be responsible for abatement unless otherwise negotiated with the DNR contract administrator or their designee.

Rate quotes are requested on a per acre basis. A quote form by unit is attached as Exhibit C, attached hereto and incorporated herein by this reference. **This form must be used when submitting bids.**

### **1.3 Minimum Qualifications**

The Bidder must be licensed to do business in the state of Washington.

### **1.4 Funding**

Any contract resulting from this RFQQ will be funded with the 2009 USFS Supplemental funding – 09-DG-11062752-011

**CFDA # 10.664**

**Fund Title: National Fire Plan – Non Federal – Wildland Urban Interface**

## 1.5 Period of Performance

The period of performance of the contract resulting from this RFQQ is tentatively scheduled for the completed execution of the contract to **(November 30, 2012)**. Any amendments extending the period of performance shall be at DNR's sole discretion.

## SECTION 2 - GENERAL INFORMATION

### 2.1 RFQQ Coordinator

The RFQQ Coordinator is the sole point of contact in DNR for this procurement. All communication between the Bidders and the DNR shall be with the RFQQ Coordinator, as follows:

<b>Name</b>	<b>Matt Eberlein</b>
Mailing address Street Address	713 East Bowers Road
City, State, Zip Code	Ellensburg, WA 98926
Phone Number	509.925.8510 Office 509.856.7055(cell)
FAX Number	509.925.8522
E-Mail Address	<a href="mailto:Matt.eberlein@dnr.wa.gov">Matt.eberlein@dnr.wa.gov</a>

Communication with individuals other than the RFQQ Coordinator will be considered unofficial and non-binding on DNR. Bidders are to rely on written statements issued by the RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Bidder.

### 2.2 Estimates Schedule of Activities

<b>Proposals Due</b>	<b>July 6th, 2012</b>
Evaluate Proposal	July 6-11, 2012
Announce Apparent Successful Contractor/Notification to Unsuccessful Bidders	July 12, 2012
Negotiate Contract	July 13-20, 2012
Sign Contract and Begin Work	July 27, 2012

DNR reserves the right to revise this schedule.

### 2.3 Submission of Proposals

Bidders are required to submit four (4) copies of their proposal. One copy must have an original signature and three copies can have photocopied signatures.

The proposal is to be sent to the RFQQ Coordinator at the address listed in Section 2.1 above. The envelope should be clearly marked to the attention of the RFQQ Coordinator.

The proposal, whether mailed or hand delivered, must arrive at the DNR no later than 4:30 pm, local time, on the date specified in Section 2.2 above.

Bidders should allow for normal mail delivery time to ensure timely delivery of their proposals to the RFQQ Coordinator. The Bidder assumes the risk for the method of delivery they choose. DNR assumes no responsibility for delays caused by a delivery service.

Late submittal of a proposal will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the DNR and will not be returned.

## **2.4 Public Disclosure**

Proposals submitted in response to this competitive procurement shall become the property of DNR and are subject to disclosure under the Public Records Act (RCW 42.56). All information in the proposal the Bidder claims is exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as such by the Bidder. The page must be identified and the particular exemption from disclosure relied upon by the Bidder must be identified. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Bidder has marked as exempt, DNR will notify the Bidder of the request and of the date that the records will be released to the requester unless the Bidder obtains a court order enjoining that disclosure. If the Bidder fails to obtain the court order enjoining disclosure, DNR will release the requested information on the date specified. If a Bidder obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, the DNR shall maintain the confidentiality of the Bidder's information per the court order.

A charge will be made for copying and shipping records to a requester as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

## **2.5 Failure to Comply**

If the Bidder fails to comply with any requirement of the RFQQ, DNR will reject the proposal.

## **2.6 Signatures**

Proposals must be signed and dated by a person authorized to bind the Bidder to a contractual arrangement, e.g., President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

## **2.7 Revisions to the RFQQ**

DNR reserves the right to revise the RFQQ and/or to issue addenda to the RFQQ. If DNR finds it necessary to revise any part of the RFQQ, addenda will be provided to all those who received the RFQQ.

DNR also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

## **2.8 Rejecting Proposals**

DNR reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract from this RFQQ.

## **2.9 Acceptance Period**

Proposals must provide 60 days for acceptance by DNR from the due date for receipt of proposals.

## **2.10 Responsiveness**

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

DNR also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

## **2.11 Most Favorable Terms**

The DNR reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal shall be submitted initially on the most favorable terms that the Bidder can propose. There will be no best and final offer procedure. DNR does reserve the right to contact a Bidder for clarification of the proposal during the evaluation process. In addition, if the Bidder is selected as an apparent successful contractor, DNR reserves the right to enter into contract negotiations with the apparent successful contractor, which may include discussion regarding the terms of the proposal. Contract negotiations may result in incorporation of some or the Bidder's entire proposal. The Bidder is to be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. It is also understood that the proposal will become part of the official procurement file.

## **2.12 Obligation to Contract**

This RFQQ does not obligate the State of Washington or DNR to contract for services described.

## **2.13 Cost to Propose**

The DNR will not be liable for any costs incurred by the Bidder in preparation of the proposal submitted in response to this RFQQ, or any other activities related to responding to this RFQQ.

## **2.14 Commitment of Funds**

The Commissioner of Public Lands or his delegate are the only individuals who may legally commit the DNR to the expenditures of funds for a contract resulting from this RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **2.15 Indemnity and Insurance Coverage**

The contractor must indemnify and have adequate insurance coverage to hold DNR and the State harmless for any claims arising out of or resulting from the contract. See the contract at Exhibit A for the specific requirements.

# **SECTION 3 – PROPOSAL CONTENTS**

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Bidder in preparing a thorough response.

Items marked as “mandatory” must be included as part of the proposal for the proposal to be considered responsive, however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

## **3.1 Qualifications Section**

The qualifications section of the proposal must contain information that will demonstrate to the evaluation committee the Bidder’s understanding of the types of services proposed, the firm’s ability to accomplish them and the ability to meet tight time frames.

### **3.1.1 Business Information (Mandatory)**

- A. State the Bidder’s business name, address, e-mail address, principal place of business, telephone number and fax number of legal entity or individual with whom the contract would be made.
- B. Specify the legal status of the business (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.

- C. Include the Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification number issued by the state of Washington Department of Revenue.
- D. If the Bidder has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Bidder's non-performance or poor performance and the issue of performance was either, (a) not litigated due to inaction on the part of the Proposal, or (b) litigated and such litigation determined that the Proposer was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the Bidder's position on the matter. The DNR will evaluate the facts and may, at its sole discretion, reject the proposal on the ground of the past experience. If no such termination for default has been experienced by the Bidder in the past five (5) years, so indicate.

### **3.1.2 Qualifications (Scored)**

#### **1. Experience (Scored)**

- A. Identify the number of years the Bidder has successfully provided the type of service as being requested within this proposal.
- B. Specify the Bidder's level of knowledge and experience in the following areas: 1) Carrying out Fuel reduction Prescriptions; 2) knowledge of use of equipment and machinery to meeting the prescriptive objectives and still maintain effective results; 3) species identification knowledge.
- C. State Bidder's capacity and ability to complete this scope of work within the period of performance in addition to meeting the administrative reporting and invoicing requirements in a timely manner.
- D. Include a list of contracts the Bidder has had during the last two years that relate to the Bidder's ability to perform the services needed under this RFQQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

#### **2. Staffing (Scored)**

Provide a description of the proposed crew structure to include number of persons on crew and their experience levels to be used on this project, including any subcontractors.

**3. Schedule (Scored)**

Describe the Bidder’s ability to meet deadlines, especially on a short-time frame, and give examples of how past tight deadlines have been successfully met.

**4. References (Mandatory)**

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Bidder must grant permission to the DNR to contact the references. Do not include current DNR staff as references. References will be contacted for the top-scoring proposal(s) only.

**3.2 Cost Quotation (Scored)**

**3.2.1 Cost Details**

The evaluation process is designed to award this procurement not necessarily based on least cost, but rather to the Bidder who best meets the requirements of this RFQQ.

Complete Exhibit B, Cost Detail Sheet

**3.2.2 Washington State Taxes and Permit Fees**

Bidders are required to pay all applicable Washington state taxes and permit fees. Applicable Washington state tax and permit fees must be included in the bid proposal.

**SECTION 4 – EVALUATION AND CONTRACT AWARD**

**4.1 Evaluation Weighting and Scoring**

The following weighting and points will be assigned to the proposal for evaluation purposes:

<b>Pricing Details</b>	50 points (maximum)
<b>Qualification of the Bidder</b>	50 points (max)
Experience	30 points (max)
Staffing	10 points (max)
Schedule	10 points (max)
<b>TOTAL EVALUATION POINTS</b>	<b>100 points (maximum)</b>

**4.2 Notification to Unsuccessful Bidders**

Firms whose proposals have not been selected for further negotiation or award will be notified via e-mail at the e-mail provided in the proposal.

### **4.3 General Terms and Conditions**

The apparently successful contractor will be expected to enter into a contract with the DNR which is substantially the same as the contract attached as Exhibit A, including the DNR General Terms and Conditions.

### **4.4 Protest Procedure**

Bidders who responded to this solicitation may file a protest to the selection of the winning proposals with the RFQQ Coordinator within three (3) business days after contract award.

Bidders protesting this selection shall follow the procedures described below. DNR will not consider protests that do not follow these procedures. This protest procedure constitutes the sole administrative remedy available to Bidders under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific and complete statement of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFQQ Coordinator.

Only protests raising one or more factually supportable issues concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document.

When DNR receives a protest, DNR will hold a protest review. The Commissioner of Public Lands or his delegate will consider all available facts and issue a decision in five (5) business days of receiving the protest. If additional time is required, the protesting party will be notified of the delay.

If a protest might affect the interest of other Bidders that submitted a proposal, those Bidders will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold DNR's action; or
- Find only technical or harmless errors in DNR's acquisition process and/or conduct and determine the DNR to be substantially in compliance and reject the protest; or
- Find merit in the protest and provide the DNR options which may include:
  - Correct the errors and re-evaluate all proposals
  - Reissue the solicitation document
  - 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 apparently successful contractor.

**Exhibit A  
Sample contract**



WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**  
Peter Goldmark - Commissioner of Public Lands

**Grouse Flats Rebid II**

**Agreement No:**

This Agreement is made and entered into by and between Washington State Department of Natural Resources, Po Box 47037, Olympia, Washington 98504-7037, hereinafter referred to as the DNR, and Contractor's Company, hereinafter referred to as the Contractor, for the express purposes set forth in the following provisions.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

**SPECIAL TERMS AND CONDITIONS**

**Scope of Activity**

The Contractor will perform work on activities that reduce wildfire fuels in the Ponderosa Community. The details and location of which are outlined in Attachment A. It contains the scope of activity, objectives and tasks, and deliverables.

All deliverables required under this Agreement must be delivered to the Washington State Department of Natural Resources (DNR) contract manager or designee.

The Contractor shall complete all specified activities including submission of reports, and/or other required documentation within the time periods set forth in the agreement. Failure by the Contractor to make satisfactory progress toward completion of the activities or project within the time lines specified in this Agreement shall be considered a material breach and shall be grounds for immediate termination of this Agreement by DNR. DNR has sole discretion to determine whether the Contractor is making satisfactory progress on the activities or project.

**Conduct of Work**

The Contractor shall furnish all necessary qualified personnel, material, and equipment, and manage and direct the same to timely complete the work described in this Agreement.

**Period of Performance****Effective Date**

Subject to its other provisions, the period of performance under this Agreement shall commence upon final execution by both parties.

**Completion Date**

This Agreement shall terminate on November 30<sup>th</sup>, 2013, or when all of its terms and conditions have been satisfied, whichever is earlier, unless sooner terminated as provided herein.

**Source of Funding**

This Agreement is funded with the 2009 USFS Supplemental funding – 09-DG-11062752-011

**CFDA # 10.664**

**Fund Title: National Fire Plan – Non Federal – Wildland Urban Interface**

**Rights and Obligations**

All rights and obligations of the parties to this Agreement shall also be subject to and governed by the Special Terms and Conditions of the Agreement and all of the attachments incorporated by reference herein.

**Grant Disbursements and Payment****Amount of Grant**

The total grant shall not exceed \$30,000.00 ( Thirty Thousand Dollars), including all applicable Washington State taxes and permit fees, and will be disbursed upon satisfactory completion of timely deliverables as described in Attachment A and in compliance with all agreement terms. Grant disbursement shall be on a cost reimbursement basis for costs incurred in the performance of this Agreement.

Reimbursement is based on \$\_\_\_ per acre. This rate is all inclusive of personnel, equipment, travel, overhead, etc.)

**Time of Disbursement**

Disbursement shall be considered timely if made by DNR within thirty (30) days after receipt of properly completed invoice vouchers. Disbursement shall be sent to the address designated by the Contractor. DNR may, in its sole discretion, terminate this Agreement or withhold disbursements claimed by the Contractor if the Contractor fails to satisfactorily comply with any term or condition of this Agreement or if USDA Forest Service federal funding which DNR receives is no longer available.

**Method of Disbursement**

The Contractor shall submit invoices monthly/quarterly, or completed unit as agreed upon at the Plan of Operations meeting

Requests for disbursement under this Agreement shall be submitted by the Contractor on invoice vouchers prepared in the manner prescribed by DNR. These vouchers shall include such information as is necessary for DNR to determine the exact nature of all expenditures. Each voucher will clearly indicate that it is for activities under this Agreement.

### **Expenses**

No additional requests for costs or expenses are allowable. All costs and expenses associated with the Contractor fulfilling the terms and the agreement's conditions are included in the grant's amount stated in the "Amount of Grant" above and no additional disbursements shall be made under this Agreement.

### **Recapture Provision**

In the event the Contractor fails to expend funds in accordance with any federal or state law or regulation or the provisions of this Agreement, DNR reserves the right to recapture funds in the amount equivalent to the amount of noncompliance. Repayment by the Contractor of funds under this section shall occur within 30 days of demand.

### **Federal Audit Requirements**

Contractor agrees that if it expends an aggregate amount of \$500,000 or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this Grant, Contractor shall provide one (1) copy of the audit report to DNR and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to DNR's records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to DNR requests for information or corrective action concerning audit issues within 30 days of the date of request. The DNR reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

### **Acceptance**

Disbursement shall be payable to the Contractor only upon completion of agreement by the Contractor, and acceptance by DNR. If a deliverable is not acceptable to the DNR, DNR shall within ten (10) working days from receipt, notify the Contractor in writing of the nature of the defects in the deliverable and any proposed remedy. The Contractor shall respond to this notice in writing with ten (10) working days specifying action to be taken so as to permit acceptance by DNR.

## **Performance Reporting**

The Contractor shall immediately contact the DNR Contract Manager in person or by fax or telephone should any adverse conditions arise. A final report to DNR is due upon the completion date of the agreement.

## **General Insurance Requirements**

### **Indemnity**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. A "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 obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor (hereafter referred to as "sub") or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless State for any claim arising out of or incident to Contractor's or any sub's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

Contractor shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at State's option. If the Contractor fails to procure and maintain the insurance described below, Contractor shall be in material breach of this contract. In case of breach, State, at its election, shall have the right to terminate the contract or to procure and maintain, at Contractor's expense and substitute insurance with right of offset against any money due Contractor.

All insurance and surety 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 the department's risk manager before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

State of Washington, Department of Natural Resources shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

1. 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 non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. 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.
3. Before starting work, Contractor shall furnish State of Washington, Department of Natural Resources with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the contract and, if requested, copies of policies to State. The certificate of insurance shall reference the State of Washington, Department of Natural Resources, and the contract number.

Contractor shall include all subs as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each sub. Sub(s) must comply fully with all insurance requirements stated herein. Failure of sub(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

The state of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella, and property insurance policies.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

Contractor waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this contract.

If Contractor is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Contractor must describe its financial condition and the self-insured funding mechanism.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to State in this contract.

The limits of insurance, which may be increased by State of Washington, Department of Natural Resources, as deemed necessary, shall not be less than as follows:

### **Commercial General Liability (CGL) Insurance**

Contractor shall maintain general liability (CGL) insurance covering claims for bodily injury, personal injury, or property damage arising on the property and/or out of Contractor's operations and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent s, 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 buy 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.

### **Workers' Compensation Coverage**

Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor and employees of any sub or sub-sub. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Contractor, sub or sub-sub fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify State. Indemnity shall include all fines, payment of benefits to Contractor or sub employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

### **Business Auto Policy**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing

equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a “covered pollution cost or expense” as provided in the 1990 or later editions of CA 00 01. Contractor waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance

**Governance**

This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws. Minimum federal provisions are reflected in Attachment C.

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and State of Washington statutes and regulations;
- Special Terms and Conditions as contained in the basic agreement instrument;
- Attachment A: Scope of Work;
- Attachment B: General Terms and Conditions;
- Attachment C: Minimum Federal Provisions
- Attachment D: Contractor’s Proposal dated \_\_\_\_\_
- Request for Qualifications and Quotations No. \_\_\_\_\_, incorporated by this reference

**Conformance**

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

**Contract Management**

The Contract Manager for each of the parties shall be the contact person for all communication and billings regarding the performance of this Agreement.

<b>Contractor Contract Manager</b>	<b>DNR Contract Manager</b>
Contract Mgr. Name:	Matt Eberlein Washington State Department of Natural Resources
Contractor Name:	Address 713 East Bowers Road Ellensburg, WA 98926
Address:	Phone: 509.925.8510 FAX: 509.925.8522
City, State, Zip Code	E-mail: matt.eberlein@dnr.wa.gov
Phone: ( ) ( ) FAX ( ) ( )	

**Entire Agreement**

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

This Agreement is executed by the persons signing below, who warrant they have the authority to execute this Agreement.

**CONTRACTOR**

**Washington State  
Department of Natural Resources**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Todd Welker

\_\_\_\_\_  
Title

\_\_\_\_\_  
Southeast Region Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DUNS Number: \_\_\_\_\_

## **ATTACHMENT B**

### **GENERAL TERMS AND CONDITIONS**

#### **Amendments**

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

#### **I. Assignability**

This Agreement, and any claim arising under this Agreement, is not assignable or delegable by the Contractor either in whole or in part.

#### **II. Closeout**

The Contractor must submit all requests for reimbursement for activities under this Agreement to the DNR so that they are received no later than thirty (30) days following the termination of this Agreement. If an earlier date is specified in this Agreement, the earlier date shall take precedence.

#### **III. Compliance with Applicable Statutes, Rules and Policies**

All applicable state and federal laws and regulations, and agency policies govern this Agreement.

#### **Disallowed Costs**

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

#### **IV. Deductions**

The DNR shall make no deductions from the stated amount of the grant for income tax, social security taxes, medical insurance, industrial insurance, license fees or deduction of any other kind. Contractor is responsible for all deductions for which the Contractor may be liable.

#### **V. Funding**

In the event funding from federal, state, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to normal completion, the DNR may terminate the agreement under the "Termination for Convenience" clause, without the ten (10) day notice requirement, subject to renegotiation at the DNR's discretion under those new funding limitations and conditions.

### **Independent Capacity of Contractor**

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

### **VI. Non-Discrimination**

During the performance of activities under 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, cancelled or terminated in whole or in part, and the Contractor may be declared ineligible for further agreements with the DNR.

### **VII. Publicity**

The Contractor agrees to submit to DNR all publicity matters relating to this Agreement wherein DNR's name is mentioned or language used from which the connection of DNR's name may, in DNR's judgment, be inferred or implied. The Contractor agrees not to publish or use such publicity matters without the prior written consent of DNR.

### **VIII. Records Maintenance**

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

Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the agreement, shall be subject at all reasonable times to inspection, review or audit by the DNR, personnel duly authorized by DNR, 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.

### **IX. Right of Inspection**

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

**Severability**

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

**X. Termination for Convenience**

The DNR may terminate this Agreement in whole or in part by written notice to the Contractor when it is in the best interest of the DNR. If this Agreement is so terminated, the DNR shall be liable only for disbursements in accordance with the terms of this Agreement for activities completed prior to the effective date of termination.

**XI. 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 Agreement unless stated to be such in writing and signed by authorized representatives of the DNR.

**Disputes**

The parties shall make every effort to resolve disputes arising out of or relating to this Agreement through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute arising under this Agreement, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by each party and a third representative mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute. Both parties shall share equally in the costs of such disputes process. This disputes process shall precede any action in a judicial or quasi-judicial tribunal.

**Attachment A**

**Scope of Activity for Grouse Flats Rebid II**

**(See section 1.2 of the RFQQ)**

## **Attachment C**

### **MINIMUM FEDERAL PROVISIONS**

The sub-recipient shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this agreement.

#### **1. Cost Principles**

By accepting Federal assistance, the recipient organization agrees to abide by the applicable OMB Circulars in the expenditure of Federal funds and performance under this program. [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)

OMB Circular A-87 (2 CFR part 225) – Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 215 (OMB Circular A-110) – Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

#### **2. Audit Requirements**

Non-federal entities that expend \$500,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133.

#### **3. Executive Compensation**

Sub-recipients must report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if:

- a) In the sub-recipient's preceding fiscal year, the sub-recipient received –
  - i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - ii) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, (and subawards); and
  - iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

#### **4. Trafficking in Persons**

The following prohibition statement applies to sub-recipient, and all sub-awardees of sub-recipient. Sub-recipient must include this statement in all sub-awards made to any private entity under this agreement.

YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD.

#### **5. Eligible Workers**

Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8USC 1324a). Recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

#### **6. Debarment and Suspension**

Recipient shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Recipient or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment or suspension is voluntary or involuntary.

#### **7. Non-Discrimination**

During the performance of activities under this Agreement, the Contractor shall comply with all federal and state non-discrimination laws, regulation 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, cancelled or terminates in whole or in part, and the Contractor may be declared ineligible for further agreements with DNR.

In accordance with Federal law and U.S. Department of Agriculture/Department of Interior policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

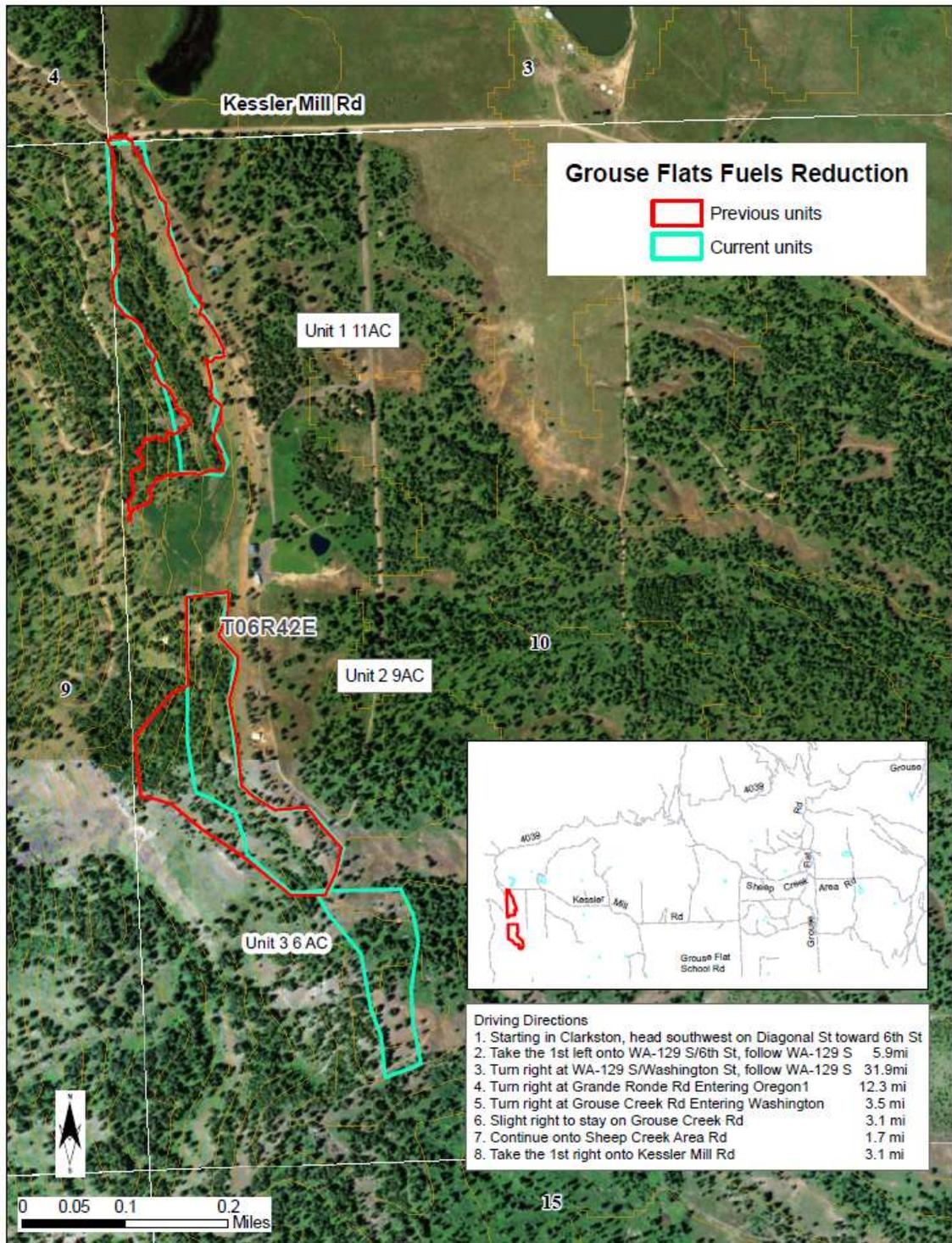
USDA -To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964.

DOI - The formal complaint should be filed by you or your representative, using Department of the Interior Form DI-1892, with the Bureau or Office EEO Officer where the alleged discriminatory incident occurred or with the Director, Office for Equal Opportunity, 1849 C Street, N.W., MS-1442 MIB, Washington, D.C. 20240. The DI-1892 form may be obtained from the EEO Counselor or the Bureau EO Office.

If you are filing a complaint against another agency, go to <http://www.hhs.gov/ocr/civilrights/complaints/index.html> for more info.

Note: For a list of Government wide requirements go to: [http://www.whitehouse.gov/omb/grants\\_chart/](http://www.whitehouse.gov/omb/grants_chart/) - Codification of Government wide Grant Requirements by Department and by Agency

# Exhibit B Project Mapping





WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**  
Peter Goldmark - Commissioner of Public Lands

Contract: Grouse Flats Rebid II  
SEALED BID FORM

Company Name: \_\_\_\_\_

Legal Status of business; (ex: Sole Proprietorship, partnership): \_\_\_\_\_

Address: \_\_\_\_\_

Federal Tax ID/ SS#: \_\_\_\_\_

UBI #: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Hereby submits the following bid for the Grouse Flats Rebid II, Garfield County, Washington, as shown on the attached Work Map(s) and described in Scope of Activities of the Grant Agreement.

Lump Sum Bid \$ \_\_\_\_\_ (including sales tax) for the Total job

*Bidder's Warranty and Bid Signature*

By signing and submitting this bid for the "Grouse Flats", the bidder warrants to DNR that they have had an opportunity to fully inspect the contract area and the job requirement specifications. Bidder further warrants to DNR that they enter this bid based upon their own judgment of the job costs and requirements formed after their own examination and inspection of the job area.

\_\_\_\_\_ Date: \_\_\_\_\_

(Signature of Authorized Representative submitting this bid)

\_\_\_\_\_

(Print name and title of Authorized Representative submitting this bid)

The following REQUIRED information must be included with Bidder's submittal of the SEALED BID FORM:

- References including names and phone numbers for which the bidder has worked.
- Experience doing this type of work.
- Availability—earliest date that work could begin. Ability to meet contract deadlines.
- Staffing—crew structure, number of workers, use of subcontractors, etc.