



INVITATION FOR BID (IFB) #3228

Tree Planting Contract

Olympic Region

TREATMENT ACRES: 998

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

BID DELIVERY:

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

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

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

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

BID DUE DATE: Bids will be accepted until **02:30 PM, (PST), on Thursday, October 24, 2024**

BID COORDINATOR:

Matt Perry, Choose an item. Region Intensive Management Forester
(360) 374-2800
matt.perry@dnr.wa.gov

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

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

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1. INTRODUCTION AND SCHEDULE OF ACTIVITIES

1.1 PURPOSE

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

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

1.2 SCOPE

The scope of this project includes tree seedling planting in DNR’s Olympic Region.

1.3 MINIMUM QUALIFICATIONS

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

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

1.4 PERIOD OF PERFORMANCE

The term of the contract resulting from this solicitation shall be from the contract execution date through the end of the “Term of Contract”, as defined in Section 1A of Exhibit B (Draft Contract). The Agency requires completion of all work prior to the termination of the period of performance.

1.5 ADDITIONAL SERVICES

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

1.6 BID COORDINATOR

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

| BID COORDINATOR | |
|------------------------|-----------------------|
| NAME: | Matt Perry |
| E-MAIL ADDRESS: | matt.perry@dnr.wa.gov |
| PHONE NUMBER: | (360) 374-2800 |

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

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

1.7 SCHEDULE OF PROCUREMENT ACTIVITIES

| SCHEDULE OF PROCUREMENT ACTIVITIES | |
|---|--------------------|
| ISSUE SOLICITATION DATE SOLICITATION IS POSTED IN WEBS | September 17, 2024 |
| PRE-PROPOSAL CONFERENCE DATE SCHEDULED FOR PRE-PROPOSAL CONFERENCE IF APPLICABLE | NA |
| COMPLAINTS DUE DEADLINE FOR SUBMITTING UNRESOLVED ISSUES ABOUT THE PROCESS | October 17, 2024 |
| BIDS DUE AND EVALUATED BIDS ARE GENERALLY EVALUATED IMMEDIATELY FOLLOWING THE CONCLUSION OF THE BID ACCEPTANCE PERIOD | October 24, 2024 |
| ANNOUNCE APPARENT SUCCESSFUL BIDDER AWARD DATE | October 25, 2024 |
| HOLD DEBRIEFINGS DATE DEBRIEFING CONFERENCES TO BE HELD – IF REQUESTED | October 30, 2024 |
| BEGIN CONTRACT WORK DATE DNR EXPECTS THE WORK TO BEGIN | January 13, 2025 |
| THE AGENCY RESERVES THE RIGHT TO REVISE THE ABOVE SCHEDULE. | |

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

2. GENERAL INFORMATION

2.1 DEFINITIONS

Definitions for the purposes of this solicitation include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WEBS – Washington’s Electronic Business Solution System.

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

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

2.2 CONTRACTING RESTRICTIONS

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

2.3 PRE-PROPOSAL CONFERENCE

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

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

2.4 NOTIFICATION TO BIDDERS

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

2.5 COMPLAINT, DEBRIEF AND PROTEST PROCEDURES

COMPLAINT PROCESS – PRIOR TO BID DUE DATE:

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

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

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

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

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

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

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

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

DEBRIEFING OF UNSUCCESSFUL BIDDERS:

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

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

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

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

PROTEST PROCEDURE:

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

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

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

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

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

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

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

The final determination of the protest shall:

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

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

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

2.6 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Bids submitted in response to this solicitation shall become the property of the Agency and shall

be deemed public records as defined in Chapter 42.56 (Public Records Act) of the Revised Code of Washington (RCW).

Per Chapter 39.26 (Procurement of Goods and Services), Section 030 (State procurement records – Disclosure.) of the Revised Code of Washington (RCW), bid submissions and bid evaluations are exempt from disclosure until the agency announces the apparent successful bidder. The Apparent Successful Bidder is the Bidder whose bid provides the best value in meeting Agency needs and is selected to contract with DNR for the proposed solution, subject to completion of contract negotiations and execution of contract.)

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

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

Pursuant to RCW 42.56.120, DNR uses the default fee schedule. However, records may be viewed in person for no fee. All requests for copies of identifiable records should be directed to the public disclosure office: publicdisclosure@dnr.wa.gov and the Solicitation Coordinator listed in the solicitation, posted in [WEBS \(wa.gov\)](https://www.wa.gov).

2.7 REVISIONS TO THE SOLICITATION

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

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

2.8 SMALL AND DIVERSE BUSINESS PARTICIPATION

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

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

Minority and Women-Owned Businesses

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

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

2.9 AMERICANS WITH DISABILITIES ACT (ADA)

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

2.10 ACCEPTANCE PERIOD

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

2.11 MOST FAVORABLE TERMS

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

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

2.12 CONTRACT AND GENERAL TERMS & CONDITIONS

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

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

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

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

2.13 COST TO PROPOSE

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

2.14 NO OBLIGATION TO CONTRACT

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

2.15 REJECTION OF BIDS

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

2.16 COMMITMENT OF FUNDS

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

2.17 DOING BUSINESS WITH THE STATE

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

2.18 REGISTRATION WITH THE ‘WEBS’ SYSTEM

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

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

2.19 INSURANCE COVERAGE

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

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

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

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

3. CONTENTS AND SUBMITTAL INSTRUCTIONS

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

3.1 SUBMISSION OF BIDS

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

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

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

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

ELECTRONIC SUBMISSION

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

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

MAILED IN SUBMISSION

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

Mailing address:

Washington State Department of Natural Resources
c/o Kate Kerschner
411 Tillicum Ln
Forks, WA 98331

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

Lower left corner: Tree Planting
 Invitation to Bid #3228

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

3.2 BIDDER CHECKLIST

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

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

3.3 SPECIFICATIONS

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

3.4 QUALIFICATIONS

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

3.5 FUNDING

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

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

3.6 COST PROPOSAL

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

The Bidder's cost proposal will be included as part of Exhibit A.3 which will be part of their completed bid packet in order to be considered responsive to this solicitation. The cost proposal shall include fully weighted costs for services rendered as requested within.

IDENTIFICATION OF COSTS

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

COMPUTATION OF COSTS

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

4. EVALUATION AND AWARD

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

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

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

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

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

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

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

4.1 RESPONSIVENESS (PASS / FAIL)

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

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

4.2 RESPONSIBLE BIDDER CRITERIA

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

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

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

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

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

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

4.3 BIDDER'S CERTIFICATION FORM (PASS/FAIL)

All Bidders must submit Exhibit A.1 – Certifications and Assurances Form, signed by an individual authorized to bind the Bidder contractually. DNR will evaluate the information and may, at its sole discretion, reject the Bidder's Response if the information indicates that completion of a Contract resulting from this IFB may be jeopardized by selection of the Bidder.

4.4 WAGE LAW COMPLIANCE (PASS/FAIL)

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

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

FIRMS WITHOUT MANDATORY INDIVIDUAL ARBITRATION FOR EMPLOYEES
Pursuant to [RCW 39.26.160\(3\)](#) (best value criteria) and consistent with Executive Order 18-03 – Supporting Workers' Rights to Effectively Address Workplace Violations (dated June 12, 2018),

A. **A preference of 5 percent** will be given to any Bidder who certifies, pursuant to the certification attached as Exhibit A.1 – Bidder's Certification and Assurances Form that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver

4.6 PREFERENCE – SMALL & VETERAN BUSINESSES (SCORED)

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

Washington State Certified Veteran-Owned Businesses

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

A. **A preference of 10 percent** will be given to any Bidder who provides evidence as set forth in Exhibit A.1 – Certifications and Assurances Form that the that Bidder qualifies as a

Washington Department of Veterans' Affairs Certified Veteran-Owned Business. **Note:** This preference does not apply if federal funds are being used. See section 3.5 Funding for funding source information.

Washington State Certified Small Businesses

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

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

4.7 EVALUATION WEIGHTING AND SCORING

| CRITERIA | MAXIMUM POINTS |
|--|----------------|
| RESPONSIVENESS | |
| SECTION 1.3 – MINIMUM QUALIFICATIONS | PASS/FAIL |
| SECTION 4.3– BIDDER’S CERTIFICATION AND ASSURANCES FORM (EXHIBIT A.1) | PASS/FAIL |
| SECTION 4.4 – WAGE COMPLIANCE LAW (EXHIBIT A.1) | PASS/FAIL |
| SECTION 4.1 – RESPONSIVENESS | PASS/FAIL |
| SPECIFICATIONS | |
| EXHIBIT A.2 SOLICITATION SPECIFICATIONS FORM – REQUIRED | PASS/FAIL |
| QUALIFICATIONS | |
| EXHIBIT A.2 SOLICITATION SPECIFICATIONS FORM – CURRENT/FORMER STATE EMPLOYEE | PASS/FAIL |
| EXHIBIT A.2 SOLICITATION SPECIFICATIONS FORM – REFERENCES | 40 |
| COST PROPOSAL | |
| SECTION 3.6 – TOTAL COST | 60 |
| SUB-TOTAL | 100 |
| PREFERENCES | |
| SECTION 4.5 – EXECUTIVE ORDER 18-03 WORKER’S RIGHTS (EXHIBIT A.1) | 5 |
| SECTION 4.6 – VETERAN –OWNED BUSINESS PREFERENCE (EXHIBIT A.1) | 10 |
| SECTION 4.6 – SMALL BUSINESS PREFERENCE (EXHIBIT A.1) | 10 |
| TOTAL POSSIBLE W/PREFERENCES | 125 |

5. SOLICITATION EXHIBITS

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

EXHIBIT A.2 – Bid Specification Form

EXHIBIT A.3 – Cost Proposal

EXHIBIT B – Draft Contract

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

BIDDER INFORMATION

| | | | | | |
|---|--|--------|--|------|--|
| Business Name: | | | | | |
| Name of Authorized Representative: | | | | | |
| Address: | | | | | |
| City: | | State: | | Zip: | |
| Cell Phone: | | | | | |
| Office Phone: | | | | | |
| E-mail: | | | | | |
| TIN (Tax Identification Number): Internal Revenue Service | | | | | |
| WA UBI (Unified Business Identifier): WA Department of Licensing | | | | | |

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

Bidder makes the following certifications and assurances as a required element of the bid to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. **UNDERSTANDING.** Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Solicitation (including all exhibits) and the terms and conditions of the Contract and any amendments or clarifications to the Competitive Solicitation, and agrees to abide by the same.
2. **ACCURACY.** Bidder declares that all answers and statements made in the bid are true and correct.
3. **NO COLLUSION OR ANTI-COMPETITIVE PRACTICES.** The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Bidder may freely join with other persons or organizations for the purpose of presenting a single bid.
4. **FIRM OFFER.** The attached bid is a firm offer for a period of 90 calendar days following receipt, and it may be accepted by the Agency without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
5. **CONFLICT OF INTEREST.** In preparing this bid, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this bid or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. **NO REIMBURSEMENT.** Bidder understands that the Agency will not issue reimbursement for any costs incurred in the preparation of this bid. All bids become the property of the Agency, and the Bidder claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this bid.
7. **DISCLOSURE.** Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the bidder prior to award, directly or indirectly to any other Bidder or to any competitor.
8. **PERFORMANCE.** Bidder agrees that submission of bid documents, quotation and/or proposal constitutes acceptance of the solicitation contents, including all attached or linked terms and conditions. If there are any exceptions to these terms and conditions, the Bidder has described those exceptions in detail on a page attached to Bidder's submission documents.
9. **HARASSMENT.** Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment: https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf

10. RESTRICTING COMPETITION. No attempt has been made or will be made by the Bidder to persuade any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

11. REFERENCES. Bidder grants the Agency the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the goods delivered or services rendered contemplated in this procurement.

12. LICENSED IN WASHINGTON STATE. Bidder will become licensed to do business in the State of Washington (if applicable) prior to providing delivered goods or rendered services to DNR.

13. PREVIOUS STATE EMPLOYEES. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, list their name(s) on a separately attached page. WAC 415.02.325 RCW 41.50.139

14. DEBARMENT. Bidder certifies as follows (must check one):

NO DEBARMENT. Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity.

OR

DEBARRED. As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.

15. CRIMINAL OFFENSE. Bidder certifies as follows (must check one):

NO CRIMINAL OFFENSE. Bidder and its officers, directors, and managers have not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder or such officers, directors, and managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder and its officers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

CRIMINAL OFFENSE. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation,

Bidder or its officers, directors, or managers have been convicted or had a civil judgment rendered against Bidder or such officers, directors, or managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

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

OR

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

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

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

OR

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

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

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

OR

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

that affects title to the Goods or Services that are the subject of this Competitive Solicitation.

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

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

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

OR

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

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

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

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

OR

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

OR

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

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

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

OR

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

OR

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

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

- No Wage Violations. This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

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

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

- No Mandatory Individual Arbitration Clauses and Class or Collective Action Waivers for Employees. Bidder does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

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

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

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

OR

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

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

- Certified Veteran-Owned Business. Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:
- 51% Ownership. Bidder must be at least fifty-one percent (51%) owned and controlled by:
 - a. A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
 - b. A person who is in receipt of disability compensation or pension from the department of veterans affairs; or

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

OR

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

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

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

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

PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID

SIGNATURE OF AUTHORIZED PERSON

DATE SIGNED

PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM

TITLE OF PERSON SIGNING CERTIFICATE

PRINT COUNTY AND STATE WHERE SIGNED

RETURN FORM TO: BID COORDINATOR WITH YOUR BID

EXHIBIT A.2 – BID SPECIFICATION FORM

| SPECIFICATIONS - REQUIRED (PASS / FAIL) | |
|--|---|
| All Bidders are REQUIRED to check each box verifying that the service meets the required specification identified. | |
| CHECK FOR VERIFICATION | REQUIRED SPECIFICATION(S) |
| <input type="checkbox"/> | Bidder’s firm possesses a current year Washington State Farm Labor Contractors License and/or proof of application for license renewal for the subsequent year (for more information visit http://www.lni.wa.gov). A photocopy of this license is attached to the bid. The license meets the following requirements: <ul style="list-style-type: none"> a) License type – Forestation/Reforestation b) Surety Bond Amount – at least \$10,000 for the coverage of greater than 10 workers c) A vehicle insurance authorization for the transport of workers. |
| <input type="checkbox"/> | Bidder’s firm possesses a current United States Department of Labor Farm Labor Contractors License and/or proof of application for license renewal for the subsequent licensing period (https://www.dol.gov/whd/mspa/). A photocopy of this license is attached to the bid. |
| <input type="checkbox"/> | Bidder is able to supply a minimum of 10 workers each business day and has sufficient labor resources to complete all work prior to the conclusion of the contract term. |
| QUALIFICATIONS – CURRENT/FORMER STATE EMPLOYEE (PASS / FAIL) | |
| Identify any current or former state employees employed or on the firm’s governing board as of the date of the date of bids submittal. Include their position and responsibilities within the Bidders organization. If following a review of this information, it is determined by the Agency that a conflict of interest exists, the Bidder may be disqualified from further consideration for the award of a contract. | |
| FORMER STATE EMPLOYEE NAME: | |
| POSITION WITHIN BIDDERS FIRM: | |
| RESPONSIBILITY WITHIN BIDDERS FIRM: | |
| QUALIFICATIONS - REFERENCES (SCORED) | |
| Demonstrating reliability, professionalism, capability. | |

Bidder shall furnish a minimum of one reference that the Agency can check in order to assure the Bidder is capable of performing the work described in Exhibit B – Draft Contract with a high level of quality and professionalism. Two areas of particular interest during the reference check process include the Bidder’s work quality on previous contract work and the Bidder’s reliability supplying a sufficient number of capable workers on a daily basis.

A reference can be either 1) identifying information for a DNR silviculture contract completed in the past 2 years where the Bidder performed work similar to that described in the Draft Contract (Exhibit B), and/or 2) contact information for a landowner the Bidder has recently completed work similar to that described in the Draft Contract (Exhibit B).

Bid evaluators will refer to past DNR silviculture contract performance reviews and information obtained through reference checks with other landowners in the bid scoring process. Failure to submit references will result in the bid packet being rejected.

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

Reference up to two (2) DNR silviculture contracts recently completed by the Bidder, if available. If possible, refer to contracts where similar work was performed.

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

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

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

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

SIGNATURE OF AUTHORIZED PERSON

DATE SIGNED

RETURN FORM TO: BID COORDINATOR WITH YOUR BID AS INDICATED WITHIN.

EXHIBIT A.3 – COST PROPOSAL

INSTRUCTIONS: Bids should include all costs related to the completion of the Work. A Bid Price per Item and an Item Total must be entered for all of the Items on the Bid Form. Each Item Total is calculated by multiplying the Acres by the Bid Price Per 1000. All Item Totals must be summed and entered as the Total Bid Price. In the event of a difference between the sum of all Item Totals and the Total Bid Price, the individual Item Totals shall prevail. This Cost Proposal must be signed by an authorized representative of the Bidder's firm. Incomplete or unsigned bids may be rejected. Actual payment is determined by work performance described in the Draft Contract (Exhibit B).

At the following rates, the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of this Invitation for Bids. Seedlings will provided by DNR.

| Item Number | Item Name | Acres | Estimated # of Seedlings | Bid Price per 1000 Seedlings | Item Total |
|-------------|-------------------------|------------|--------------------------|------------------------------|------------|
| 1 | WILD WEST U1 | 47 | 16450 | | |
| 2 | SALTY VIEW U3 | 46 | 16100 | | |
| 3 | SALTY VIEW U4 | 28 | 9800 | | |
| 4 | INDIAN CRK SORTS U5 | 7 | 2450 | | |
| 5 | INDIAN CRK SORTS U6 | 48 | 16800 | | |
| 6 | Aldwell U2 | 98 | 34300 | | |
| 7 | BLACK DIAMOND U1 | 76 | 26600 | | |
| 8 | BLACK DIAMOND U2 | 68 | 23800 | | |
| 9 | BLACK DIAMOND U3 | 23 | 8050 | | |
| 10 | RIO U1 | 90 | 31500 | | |
| 11 | MT PLEASANT U2 | 12 | 4200 | | |
| 12 | MT PLEASANT U5 | 11 | 3850 | | |
| 13 | MT PLEASANT U7 | 65 | 22750 | | |
| 14 | LOST AND FOUND SORTS U1 | 38 | 13300 | | |
| 15 | LOST AND FOUND SORTS U2 | 63 | 22050 | | |
| 16 | LOST AND FOUND SORTS U3 | 60 | 21000 | | |
| 17 | BLYN SALVAGE U1 | 4 | 1400 | | |
| 18 | BLYN SALVAGE U2 | 8 | 2800 | | |
| 19 | LORDS LAKE FIRE | 6 | 2100 | | |
| 20 | BOLTON REHAB | 59 | 20650 | | |
| 21 | ROLL WITH IT 1 | 80 | 28000 | | |
| 22 | ROLL WITH IT 2A | 19 | 6650 | | |
| 23 | ROLL WITH IT 2B | 29 | 10150 | | |
| 24 | ROLL WITH IT 2C | 7 | 2450 | | |
| 25 | ROLL WITH IT 2D | 6 | 2100 | | |
| | Total Acres: | 998 | Total Bid Price: | | |

PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID

SIGNATURE OF AUTHORIZED PERSON

DATE SIGNED

EXHIBIT B –CONTRACT



Olympic Region

Tree Planting Contract Number #3228

Contract Digest: TREE PLANTING

- Definitions
- 998 acres located in Clallam and Jefferson Counties
- Term: January 13, 2025 through March 21, 2025

SECTION I – CONTRACT CLAUSES

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

SECTION II – MAPS AND UNIT INFORMATION

- A. Unit Descriptions
- B. Unit Maps
- C. Vicinity Map
- D. Map and Directions to Seedling Cooler

SECTION III – CONTRACT SIGNATURES PAGE

DEFINITIONS

‘Compliance Forester(s)’ means the DNR staff person(s) identified in the Pre-Work Conference who perform the compliance inspections, approve Work, recommend payment to the Contract Manager, manage the Work Schedule, and assist with Seedling distribution.

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

‘Contractor’ means the business entity engaged with DNR to complete the terms of this contract.

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

‘Designated Contract Representative(s)’ means those individual(s) designated by Contractor on the Pre-Work Form during the Pre-Work Conference.

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

‘Inspection Plot’ (Clause C-02) is a systematic field measurement used by the Compliance Forester to assess and rate Contractor performance.

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

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

‘Seedlings’ are young trees that are either supplied by DNR, or which are already growing within Units.

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

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

‘Unit Total’ is the total amount (in dollars) that Contractor agrees to be paid for each Unit, written in the Unit Total column of the Bid Form (IFB Exhibit 2-H).

‘Work’ includes all activities performed by Contractor from the time Contractor picks up Seedlings from storage to the time when Seedlings have been planted in the Unit(s).

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

SECTION I-A: GENERAL PROVISIONS

A-01 Contractor's Warranty

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

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

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

A-02 Modifications

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

A-03 Contract Complete

This contract is the final expression of the parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

A-05 Scope of DNR Advice

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

A-06 Performance Security

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

A-07 Contract Cancellation

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

A-08 Attachments

The following attached documents are hereby incorporated by reference:

- A. Invitation for Bid #3229 including final Bid Documents (Exhibit 2) with signatures

A-09 Compliance with all Laws

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

A-10 Licenses and Permits

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

A-11 Indemnity

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless DNR and all officials, agents and employees of DNR, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractor's agents, workers, or representatives. Contractor expressly agrees to indemnify, defend, and hold harmless DNR for any claim arising out of or incident to Contractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its agencies, officials, agents or employees.

A-12 Insurance Coverage

Before using any of said rights granted herein and its own expense, CONTRACTOR shall purchase and maintain the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

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

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

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

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

Commercial General Liability (CGL) Insurance: CONTRACTOR shall purchase and maintain commercial

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

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

Business Auto Policy (BAP) Insurance: CONTRACTOR shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." CONTRACTOR waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

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

ADDITIONAL PROVISIONS:

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

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

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

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

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

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

A-13 Safety Compliance

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

- A. During the contract performance, Contractor shall protect the lives and health of workers performing the Work and other persons who may be affected by the Work and prevent damage to property at the Unit or adjacent to it. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- B. In an emergency affecting the safety or life of its workers or adjoining property, Contractor is responsible to act to prevent such threatened loss or injury. Within 24 hours of any emergency, Contractor shall notify the Compliance Forester. Contractor shall prepare an incident report and submit it to DNR's Region Manager within five (5) business days following an emergency if directed to do so by the Compliance Forester.
- C. The Compliance Forester reserves the right to shut down the work site when any condition of imminent danger is present. The work site will remain shut down until the danger has been removed by the contractor.

A-14 Venue

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

A-15 Dispute Resolution

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

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

A-16 Subcontracting

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

A-17 Nondiscrimination

- A. **Nondiscrimination Requirement:** During the term of this Contract, CONTRACTOR, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or subcontractor, has a collective bargaining or other agreement.
- B. **Obligation to Cooperate:** CONTRACTOR, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- C. **Default:** Notwithstanding any provision to the contrary, DNR may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will

remain in place until DNR receives notification that CONTRACTOR, including any subcontractor, is cooperating with the investigating state agency. In the event CONTRACTOR, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DNR may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

- D. **Remedies for Breach:** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, CONTRACTOR, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DNR shall have the right to deduct from any monies due to CONTRACTOR or subcontractor, or that thereafter become due, an amount for damages CONTRACTOR or subcontractor will owe DNR for default under this provision.

A-18 Pre-Work Conference

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

A-19 Purpose of the Pre-Work Conference

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

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

A-20 Work Delay

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

A-21 Non-conformances with Work Schedule

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

A-22 Work Days

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

A-23 Breach of Contract

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

- A. If Contractor violates any provision of this contract, Compliance Forester, by written notice, may suspend the Work that is in breach. If the breach is capable of being remedied, Contractor has 15 days after receipt of a suspension notice to remedy the breach. If the breach cannot be remedied or Contractor fails to remedy the breach within 15 days after receipt of a suspension notice, DNR may terminate the rights of Contractor under this contract and collect damages.
- B. If the contract expires pursuant to clause A-33 without Contractor having performed all its duties under this contract, Contractor's right to operate is terminated and Contractor shall not have the right to remedy the breach. This provision shall not relieve Contractor of any payment obligations.
- C. DNR has the right to remedy the breach in the absence of any indicated attempt by Contractor or if Contractor is unable, as determined by DNR, to remedy the breach. Any expense incurred by DNR shall be charged to Contractor and shall be paid within 30 days of receipt of billing.

A-24 Default of Contract

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

A-25 Washington State Forest Fire Protection Requirements

Contractor and workers shall be familiar with the Washington State Forest Fire Protection Requirements and adhere to them. These requirements are found in:

[Revised Code of Washington Chapter 76.04](#)

A-26 Inspection

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

A-27 Spark Arresters

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

A-28 Open Fires

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

A-29 Removal of Merchantable Products

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

A-30 Garbage

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

A-31 Camping

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

A-32 Abbreviations

The following Seedling species abbreviations will be used: AF = Supalpine fir; AS = Quaking aspen; BC = Black cottonwood; DF = Douglas-fir; ES – Engelmann spruce; GF = Grand fir; LP = lodgepole pine; MA = Big-leaf maple; MH = Mountain hemlock; NF = Noble fir; PP = Ponderosa pine; RA = Red alder; RC = Western redcedar; SF = Pacific silver fir; SS = Sitka spruce; WH = Western hemlock; WL = Western larch; WO = Willow; WP = Western white pine; YC = Alaska yellow cedar.

A-33 Term of Contract

The term of this contract is from January 13, 2025 to March 21, 2025. The contract shall not be extended without written permission from the DNR Region Manager.

A-34 State Suspends Operation

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

A-35 Harassment

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

https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf

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

www.dnr.wa.gov/publications/em_safe_respectful_workplace_policy.pdf

DNR's Policy PO01-037 Harassment Prevention, linked below, outlines DNR's commitment and the expectations for contractors: www.dnr.wa.gov/publications/em_harassment_prevention_policy_037.pdf

A-36 Funding Source

At all times during the course of this contract, the Contractor must comply with applicable laws, rules, policy and regulations required by the source of funding for the contract.

A-37 Inadvertent Discovery

In compliance Chapters 27.44, 27.53, 68.50, and 68.60 RCW, if you find or suspect you have found an archaeological object or Native American cairn, grave, or glyptic record, immediately cease disturbance activity, protect the area, and promptly contact the Contract Administrator. If you find or suspect you have found human skeletal remains, immediately cease disturbance activity, protect the area, and contact the County Coroner or Medical Examiner and local law enforcement as soon as possible (and then the Contract Administrator). Failure to report human remains is a misdemeanor.

SECTION I-B: SPECIFICATIONS FOR THE ACTIVITY

Contractor shall transport and plant Seedlings as described below.

B-01 Workers, Supervision, and Equipment

Contractor shall provide:

- A. A minimum crew size of 10 workers, and a maximum crew size of 20 workers, unless otherwise approved by the Compliance Forester;
- B. Adequate crew supervision, including at least one qualified non-planting, English speaking foreperson per crew, unless otherwise allowed by the Compliance Forester. The foreperson must have one season (at least three (3) months) of tree planting experience. Documentation of a foreperson’s experience shall be provided to DNR upon request;
- C. A vehicle that ensures Seedlings shall be transported to the Unit in a covered, unheated compartment, such as an enclosed truck or pickup with canopy. Tarps are not acceptable covering for transport. Shelving or sufficient floor space shall be available so that containers of Seedlings are not stacked more than five high without intermediate support;
- D. Planting shovels for each worker, with minimum blade dimensions of five (5) inches wide and eleven (11) inches long for most Seedling species. Shovel blades shall be at least five (5) inches wide and twelve (12) inches long for red alder Seedlings; and

B-02 Boundaries

The boundaries depicted on Unit Map (Section II-B) delineate the planting area. Contractor is responsible for completing all Work to boundaries. The planting boundaries will consist of easily identifiable features (including but not limited to roads, streams, or abrupt changes in forest type or age). Flagging will be used for areas where identifiable features are absent. Contractor is responsible for understanding the location of all boundaries. Failure to complete Work to boundaries in any Unit renders Work in that Unit incomplete, and no payment will be made to Contractor for any Work on that Unit. No payment will be provided for Unit(s) with Work that extends beyond Unit boundaries. Work extending beyond Unit boundaries will be considered breach of contract. See Clause A-23, above.

B-03 Seedling Supply

DNR will supply Seedlings at the cooler location specified on the map (Section II-D). If DNR’s supply of Seedlings is temporarily interrupted, it could cause a delay for Contractor. If needed, the contract may be extended by written agreement to permit completion, or that part of the contract that cannot be completed because of lack of supply will be voided at DNR’s discretion.

B-04 Substitution of Type of Seedling Stock Types

If DNR has to substitute Seedlings, adjustment of per thousand Unit Bid Price will be made based on the stock type of new Seedlings pursuant to the following schedule:

| Seedling Stock Type as Per Bid Invitation | Substitute Seedling Stock Type | Percent Unit Bid Price Adjustment |
|---|---|-----------------------------------|
| 1+1 or P+1 or P+1/2 Or 2+0 or 1+0 or P+0(> 10in ³) | P+0 (≤ 10in ³) | -10% |
| P+0 (≤ 10in ³) | 1+1 or P+1 or P+1/2 Or 2+0 or 1+0 or P+0 (> 10in ³) | +10% |

Table 1: Substitution of Seedling Stock Types

In the event that more than one stock type of Seedlings are required for a planting Unit, the adjustment in Unit Bid Price will be prorated based on the acreage planted with each stock type. In such cases, the entire Unit will use the adjusted price. However, there will be no price adjustments if substitute Stock Type quantities constitute less than 5 percent of the total trees planted on a Unit.

B-05 Weather Conditions

Planting operations will be halted when the Compliance Forester determines weather conditions are injurious to the Seedlings. Weather conditions during which DNR may not allow planting include, but are not limited to:

- A. Air temperature of less than 32 degrees F (32°F) or greater than 65 degrees F (65°F);
- B. Wind velocity greater than twenty (20) miles per hour;
- C. Soil frozen more than one-half (1/2) inch deep;
- D. Snow cover greater than two (2) inches; or
- E. Less than 50 percent Relative Humidity (RH).

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

B-06 Seedling Care During Transportation and Handling

Contractor shall transport Seedlings from storage to the Unit(s). Contractor shall comply with all of the following specifications for Seedling care during transportation and handling:

- A. Containers of Seedlings shall be carefully handled at all times. No throwing, dropping, crushing, etc.;
- B. Containers of Seedlings shall be shaded from the sun with a reflective tarp and shielded from winds. Contractor shall have water available on-site for dipping Seedling roots prior to being placed in the planting bags. At the Compliance Forester's verbal request, Seedling roots shall be moistened with water and/or planting bags lined with damp packing material;
- C. Containers of Seedlings shall be stored in a manner that will provide air circulation around each container. When containers are stored in snow banks, snow shall be placed around each container;
- D. Seedlings will be distributed to the workers so that no more than one container per Seedling stock type will be open at the assembly point at one time;
- E. Opened containers of Seedlings shall be immediately resealed. Contractor shall supply tape and/or stapler to reseal and have them available on the Work site at all times;
- F. Seedlings carried by a worker shall be in a planting bag and arranged for easy removal of one Seedling at a time. Planting bags shall not be overfilled. Seedlings should be placed in planting bags without shaking or removing soil from the roots. Seedlings should be placed in the planting bag by cupping the roots and guiding the roots into the bag. Seedlings should not be grabbed at the root collar and stuffed into the planting bag;
- G. Seedlings shall not be removed from the planting bag before a planting hole has been prepared;
- H. Seedlings shall be planted as received without pruning or culling, unless directed to do so by the Compliance Forester;

- I. If mold, dry roots, freezing, drying, or evidence of other injury is observed on any Seedlings, Contractor shall cease planting such damaged Seedlings, and the condition shall be immediately reported to the Compliance Forester. If available, other Seedlings shall be used until the Compliance Forester has decided whether or not the damaged Seedlings can be planted;
- J. At the end of the Work day, Seedlings which have been distributed but not planted shall be sealed and returned to the cooler; and
- K. Contractor shall keep Seedlings free from damage at all times, including but not limited to: drying, heating, smothering, freezing, drowning, or mechanical injury.

B-07 Spacing and Number of Seedlings

Contractor shall plant Seedlings as follows:

A. Total Seedlings Per Acre

‘Total Seedlings per Acre’ means the estimated number of Seedlings to be planted per acre, averaged over an entire Unit, or a contiguous area within a Unit. This number varies between Units, and is listed in the Unit Description (Section II-A).

B. Seedlings Per Acre by Species

‘Seedlings per Acre by Species’ means the number of Seedlings of an individual species to be planted per acre, averaged over an entire Unit, or a contiguous area within a Unit. If only one species is to be planted over a Unit, or a contiguous area within a Unit, this number is the same as the Total Seedlings per Acre. If multiple species are to be planted over a Unit, or a contiguous area within a Unit, then the sum of all the Seedlings per Acre by Species will equal the Total Seedlings per Acre.

C. Average Spacing

‘Average Spacing’ means the average distance (in feet) between planted Seedlings in the Unit, that will result in the correct number of Total Seedlings per Acre after planting, when Seedlings are planted in a grid pattern. Average spacing may be different for each unit, or for contiguous areas within a Unit, therefore Seedlings will be planted over the Unit at the Average Spacing listed in the Unit Description (Section II-A).

D. Minimum Spacing

Seedlings shall not be planted closer together than the Minimum Spacing (in feet) specified in the Unit Description (Section II-A), from:

1. Another Contractor-planted Seedling;
2. An acceptable previously planted Seedling; or
3. An acceptable natural Seedling

Acceptable previously planted or natural Seedlings are conifer Seedlings which are at least twelve (12) inches tall, well formed, and vigorous.

E. Variation to Average Spacing

The spacing of individual Seedlings may vary within the limits of the Minimum Spacing, so long as average spacing is maintained.

B-08 Line Planting Method

Contractor’s planting crew(s) will use the “line” method of planting, unless otherwise permitted by the Compliance Forester. Each worker will only plant one (1) line at a time on each pass. Seedlings planted within each line, and adjacent lines, will both be at the Average Spacing as specified in the Unit Description (Section II-A).

B-09 Satisfactorily Planted Seedlings

Contractor shall plant Seedlings according to all of the following criteria in order for Seedlings to be considered 'Satisfactorily Planted'.

A. Preparation of Planting Spot

A 'Planting Spot' is a spot where a Seedling is planted, that meets all the conditions for Preparation and Clearing as described here:

1. 'Preparation' for planting a Seedling shall include the Clearing of an area with a minimum diameter of one (1) foot that is free of debris that could end up in the planting hole. The Planting Spot shall be located as near to the center of this cleared area as is practicable.
2. 'Clearing' means the removal of duff up to eight (8) inches deep, loosely compacted slash up to two (2) feet deep, and other debris accumulations such as rock, rotten wood, snow, and ice which can be removed by kicking, dragging, or the use of a planting tool.

B. Unplantable Spots

An 'Unplantable Spot' is a spot that does not meet the conditions for Preparation and Clearing, or is closer than the Minimum Spacing specified in the Unit Description (Section II-A). Examples of spots that are considered 'Unplantable' include, but are not limited to, large stumps, boulders, areas of exposed bedrock, sites with large woody brush, and sites with debris accumulations deeper than two (2) feet. Contractor shall not attempt to plant Seedlings in Unplantable Spots.

C. Planting Hole Location and Excavation

The planting hole shall be located and excavated as follows:

1. The planting hole shall be located in mineral soil and as near the center of the Planting Spot as is practicable;
2. Where possible, the planting hole shall be located near stumps, logs, dead brush, or other dead shade to provide protection from animal damage, winds, and solar radiation; and
3. The planting hole shall be vertical, broken out on three sides, and shall be wide and deep enough to fully accommodate the roots of the Seedling being planted.

D. Seedling Placement in Planting Hole

Seedling placement in the planting hole shall be as follows:

1. All Seedlings shall be suspended near the center of the planting hole with the roots in a near natural arrangement;
2. Seedlings shall be at a depth that after filling, packing and leveling, the soil comes to a point midway between the top lateral roots and the lowest needles or branches;
3. The roots shall not be doubled up, twisted, tangled, or bunched;
4. Moist mineral soil shall be filled in and firmly packed around roots. The Seedling should not pull loose after a firm tug on the main stem; and
5. The planted Seedling shall have the main stem and roots vertical and free to grow.

B-10 Seedling Waste by Contractor

Wasted Seedlings are those that have been dumped, dropped, discarded, mishandled, damaged, or otherwise wasted by Contract. Wasted Seedlings shall be considered a breach of contract. See Clause A-23, above.

B-11 Special Planting Requirements

A. Western Redcedar in Microsites

Contractor shall plant all western redcedar (RC) Seedlings without pre-netting or Vexar® tubes in Microsites. A ‘**Microsite**’ is defined as a Planting Spot having slash or dead brush adjacent to two (2) sides of the Seedling, that is at least two (2) vertical feet above the ground line, and within two (2) horizontal feet from the planted Seedling. RC are not subject to the Minimum Spacing listed in the Unit Description (Section II-A), and can be planted within four (4) feet of another RC and within six (6) feet of any other Seedling species. Any RC without pre-netting or a Vexar® tube that is planted outside a suitable Microsite will not be considered a satisfactorily planted Seedling. RC planted with pre-netting or Vexar® tubes shall be planted in Microsites where available, otherwise they shall be planted evenly across the planting area.

B. Inspection Plots to be Installed by Contractor Foreperson [OPTIONAL]

A Contractor foreperson shall perform at least two Inspection Plots for every five acres of each Unit according to the requirements listed in Clause C-02. The foreperson will perform all the tasks assigned to the Compliance Forester for this clause. The foreperson’s Inspection Plots will not replace those of the Compliance Forester, nor will they be used to determine the Seedling Planting Performance Rating for any Unit(s). The foreperson will flag and number each Inspection Plot, and provide completed plot cards to the Compliance Forester, so the Compliance Forester can check the plots.

SECTION I-C: UNIT COMPLIANCE INSPECTION AND PAYMENT

C-01 Field Inspections

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

C-02 Inspection Plots

The Compliance Forester will install Inspection Plots to assess whether Seedlings have been Satisfactorily Planted (Clause B-09) and meet all Special Planting Requirements (Clause B-11, if applicable), according to the spacing and species requirements listed in the Unit Description (Section II-A). Inspection Plots shall be circular and be between one fiftieth ($1/50^{\text{th}}$, 16.7 foot radius) and one one-hundredth ($1/100^{\text{th}}$, 11.8 foot radius) of an acre in size. There will be a minimum sample of five (5) plots, or two (2) plots for every five (5) acres of Unit, whichever is greater. The Inspection Plots will be well distributed throughout the Unit. The Compliance Forester will record the number of Planting Spots, Seedlings Planted, Satisfactorily Planted Seedlings, Dropped or Wasted Seedlings, and make written comments for each Inspection Plot as described below. In addition to making observations about planted Seedlings, the Compliance Forester may dig up one or more planted Seedlings per Inspection Plot to determine if Seedlings are Satisfactorily Planted.

A. Planting Spots

The number (#) of Planting Spots will be calculated for each Inspection Plot as follows:

$$\# \text{ of Planting Spots} = \# \text{ of Expected Planting Spots} - \# \text{ of Unplantable Spots}$$

1. The number of 'Expected Planting Spots' is calculated for each Inspection Plot by dividing the Total Seedlings per Acre (from the Unit Description, Section II-A) by the inverse of the plot size being used for compliance (e.g. divide by 50 if using $1/50^{\text{th}}$ acres plots) and rounding to the nearest whole number.
2. The number of Unplantable Spots (Clause B-09-B) is calculated for each Inspection Plot by visually estimating the percentage of the area of the Plot that is Unplantable, multiplying it by the number of Expected Planting Spots, and rounding to the nearest whole number.

Example: Total Seedlings per Acre = 500 and 20% of the Inspection Plot is Unplantable.

| | | |
|---|--------------------|----|
| The number of Expected Planting Spots is: | $500 / 50 =$ | 10 |
| The number of Unplantable Spots is: | $20\% \times 10 =$ | 2 |
| The number of Planting Spots is: | $10 - 2 =$ | 8 |

B. Seedlings Planted

'Seedlings Planted' is the number of Contractor-planted Seedlings within the Inspection Plot, including both Seedlings that are Satisfactorily Planted and those that are not. Although this number is not used in the Seedling Planting Performance Rating (Clause C-03), it may be used by the Compliance Forester to demonstrate examples of Unsatisfactorily Planted Seedlings to the Contractor, when the number of Seedlings Planted is greater than the number of Satisfactorily Planted Seedlings.

C. Satisfactorily Planted Seedlings

The number of Satisfactorily Planted Seedlings is the number of Contractor-planted Seedlings within the Inspection Plot that meet all applicable specifications of Clause B-09, Clause B-11, and the Unit Description (Section II-A). This number will be less than or equal to the number of Seedlings Planted because Seedlings that are not Satisfactorily Planted will be deducted. Examples of Seedlings that will not be counted include, but are not limited to, those that have been planted: closer than the Minimum Spacing (Clause B-07-D); without proper Preparation and Clearing of the Planting Spot (Clause B-09-A); or in Unplantable Spots (Clause B-09-B). In addition, planted Seedlings will not be counted if the planting hole has been improperly located or excavated (Clause B-09-C), or if the seedling placement in the hole is inadequate because the roots

are damaged or bent, the Seedling is buried too deep, or the soil is not packed firmly around the roots (Clause B-09-D).

D. Wasted Seedlings

The Compliance Forester will record the combined number of Wasted Seedlings (as defined in Clause B-10) found on the Unit. Such Seedlings can be on individual Inspection Plots, elsewhere in the Unit, or where Seedlings are unloaded prior to planting. Wasted Seedlings include those that are damaged by the Contractor to the extent that they cannot be planted or replanted, due to Contractor’s failure to meet the requirements for transportation and handling (Clause B-06), Satisfactorily Planted Seedlings (Clause B-09), or other Special Planting Requirements (Clause B-11, if applicable).

C-03 Seedling Planting Performance Rating

The Compliance Forester will calculate the ‘Seedling Planting Performance Rating’ for each Unit. The Seedling Planting Performance Rating will be expressed as a percent and will be calculated using the sum (or aggregate) of all Inspection Plots in a Unit. The total of all recorded values for Satisfactorily Planted Seedlings (Clause C-02-C), divided by the total of all recorded values for Planting Spots (Clause C-02-A), multiplied by one hundred (100), equals the Seedling Planting Performance Rating percent:

$$\frac{\text{Total Satisfactorily Planted Seedlings}}{\text{Total Planting Spots}} \times 100 = \text{Seedling Planting Performance Rating \%}$$

C-04 Determination of Payment by Unit

The acceptability and the Rate of Pay for planting Work performed will be based on the Seedling Planting Performance Rating (Clause C-03) for each Unit.

A. Satisfactory Planting Performance

‘Satisfactory Planting Performance’ on the Unit is when the Seedling Planting Performance Rating is between 92 percent and 105 percent.

B. Unsatisfactory Planting Performance

‘Unsatisfactory Planting Performance’ on the Unit is when the Seedling Planting Performance Rating is greater than 105 percent or less than 92 percent, or the Unit is not planted to boundaries.

C. Rate of Pay

The ‘Rate of Pay’ is the actual amount (in dollars) that the Contractor will be paid per thousand Seedlings for each Unit. The Rate of Pay is equal to the Unit Bid Price for Units with Satisfactory Planting Performance. The Rate of Pay is the Unit Bid Price minus any reductions in payment (Clause C-04-D) for Units with Unsatisfactory Planting Performance. The Rate of Pay will not exceed the Unit Bid Price for any Unit.

D. Reduction in Payment

The reduction in payment for Unsatisfactory Planting Performance on a Unit will be calculated for the Unit as follows:

1. If the Seedling Planting Performance Rating is less than 92 percent but equal to or greater than 80 percent, the Rate of Pay will be equal to the Unit Bid Price reduced by 3 percent for every 1 percent the Seedling Planting Performance Rating is less than 92 percent.
2. If the Seedling Planting Performance Rating is less than 80 percent, or if the Unit is not planted to boundaries, there will be no payment.
3. If the Seedling Planting Performance Rating is greater than 105 percent, the Rate of Pay will be equal to the Unit Bid Price reduced by 3 percent for every 1 percent the Seedling Planting Performance Rating is above 105 percent.

4. The Contract Manager will deduct from Contractor's payment three dollars (\$3) per Seedling found Wasted by Contractor (Clause C-02-D).

C-05 Payment Examples

Example A: The Unit Bid Price is \$66 per thousand and the Seedling Planting Performance Rating is 80 percent.

The Seedling Planting Performance Rating of 80 percent is 12 percentage points less than the 92 percent minimum performance threshold. A 3 percent reduction for each of the percentage points below that threshold equals a total reduction in the Unit Bid Price of 36 percent. Therefore, 100 percent minus 36 percent equals 64 percent. The Rate of Pay for the Unit is calculated by multiplying 64 percent by \$66/thousand = \$42.24/thousand.

Example B: The Unit Bid Price is \$78 per thousand and the Seedling Planting Performance Rating is 107 percent.

The Seedling Planting Performance Rating of 107 percent is 2 percentage points greater than the 105 percent maximum performance threshold. A 3 percent reduction for each of the percentage points above that threshold equals a total reduction in the Unit Bid Price of 6 percent. Therefore, 100 percent minus 6 percent equals 94 percent. The Rate of Pay for the Unit is calculated by multiplying 94 percent X \$78/thousand = \$73.32/thousand.

C-06 Re-work of Unsatisfactory Units

The Compliance Forester may require Contractor to re-work a Unit that has an Unsatisfactory Seedling Planting Performance Rating (Clause C-03). The Compliance Forester may require the re-work to be completed prior to starting Work on a new Unit. The Compliance Forester will take new Inspection Plots and calculate a new Seedling Planting Performance Rating for re-worked Units, which will replace the previous Seedling Planting Performance Rating.

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

The Compliance Forester is not required to give Contractor the opportunity to re-work Unit(s) with Unsatisfactory Seedling Planting Performance Ratings (Clause C-03). In some cases, DNR may not have the additional staff needed to perform contract compliance for such re-work, and Contractor's overall performance on this contract may indicate that Contractor will be unable to improve the quality of Work enough to justify the additional time and expense of re-working Unit(s). In these cases, the Compliance Forester may choose to simply calculate the correct reduction in payment in accordance with Clause C-04-D and allow Contractor to continue Work on other Unit(s).

C-07 Payment Schedule

The default payment schedule will be one monthly payment to Contractor, following completion of each full calendar month, unless otherwise approved by Contract Manager. If a different schedule is requested by either party, it will be agreed upon during the Pre-Work Conference (Clause A-19) and will be set forth in the Work schedule. Payment shall be made as follows:

A. Partial Payment

Contractor may request partial payment when part of a Unit is completed.

B. Unit Completion Form

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

C. Verification Traverse

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

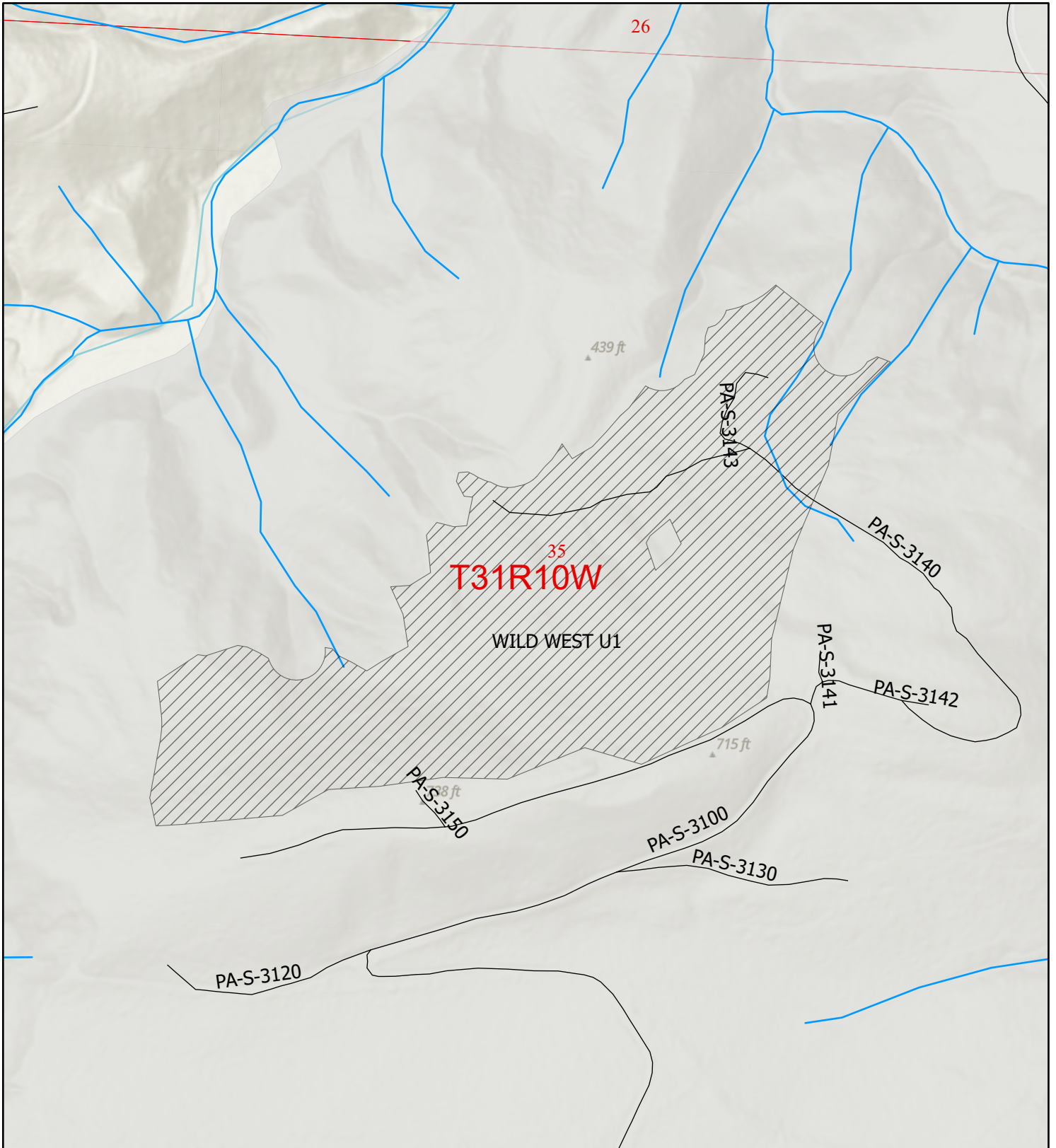
SECTION II-A: UNIT DESCRIPTION

| Unit # | Activity Name | Regen Species | Regen Acres | TPA | Total | Stock Type | Code | Gate Key | Comments |
|--------|-------------------------|---------------|-------------|-----|-------|------------|----------|------------|---------------------|
| 1 | WILD WEST U1 | DOUGLAS_FIR | 47 | 350 | 16450 | P+0 | OL24-064 | | |
| 2 | SALTY VIEW U3 | DOUGLAS_FIR | 46 | 290 | 16100 | 1+1 | OL23-507 | AA1 or 786 | |
| 3 | SALTY VIEW U4 | DOUGLAS_FIR | 28 | 350 | 9800 | P+0 | OL24-063 | AA1 or 786 | |
| 4 | INDIAN CRK SORTS U5 | DOUGLAS_FIR | 7 | 350 | 2450 | P+0 | OL24-063 | | |
| 5 | INDIAN CRK SORTS U6 | DOUGLAS_FIR | 48 | 350 | 16800 | P+0 | OL24-064 | | |
| 6 | ALDWELL U2 | DOUGLAS_FIR | 98 | 350 | 34300 | 1+1 | OL23-507 | AA1 or 786 | |
| 7 | BLACK DIAMOND U1 | DOUGLAS_FIR | 76 | 280 | 21300 | 1+1 | OL23-508 | AA1 or 786 | 2 stock types of DF |
| | | DOUGLAS_FIR | | 20 | 1500 | P+0 | OL24-065 | | |
| | | W_REDCEDAR | | 50 | 3800 | P+1 | OL23-495 | | |
| 8 | BLACK DIAMOND U2 | DOUGLAS_FIR | 68 | 71 | 4800 | 1+1 | OL23-508 | AA1 or 786 | 2 stock types of DF |
| | | DOUGLAS_FIR | | 279 | 19000 | 1+1 | OL23-507 | | |
| 9 | BLACK DIAMOND U3 | DOUGLAS_FIR | 23 | 300 | 6900 | 1+1 | OL23-508 | AA1 or 786 | |
| | | W_REDCEDAR | | 50 | 1150 | P+1 | OL23-495 | | |
| 10 | RIO U1 | DOUGLAS_FIR | 90 | 333 | 30000 | P+0 | OL24-065 | AA1 or 786 | |
| | | W_HEMLOCK | | 17 | 1500 | P+1 | OL23-500 | | |
| 11 | MT PLEASANT U2 | DOUGLAS_FIR | 12 | 200 | 2400 | 1+1 | OL23-506 | AA1 or 786 | |
| | | W_HEMLOCK | | 150 | 1800 | P+1 | OL23-500 | | |
| 12 | MT PLEASANT U5 | DOUGLAS_FIR | 11 | 250 | 2750 | 1+1 | OL23-506 | AA1 or 786 | |
| | | W_HEMLOCK | | 100 | 1100 | P+1 | OL23-500 | | |
| 13 | MT PLEASANT U7 | DOUGLAS_FIR | 65 | 219 | 14250 | 1+1 | OL23-506 | AA1 or 786 | |
| | | PAC_SILV_FIR | | 31 | 2000 | P+1 | OL23-499 | | |
| | | W_HEMLOCK | | 100 | 6500 | P+1 | OL23-500 | | |
| 14 | LOST AND FOUND SORTS U1 | DOUGLAS_FIR | 38 | 350 | 13300 | 1+1 | OL23-506 | AA1 or 786 | |
| 15 | LOST AND FOUND SORTS U2 | DOUGLAS_FIR | 63 | 302 | 19000 | 1+1 | OL23-506 | AA1 or 786 | |
| | | W_REDCEDAR | | 48 | 3050 | P+1 | OL23-497 | | |
| 16 | LOST AND FOUND SORTS U3 | DOUGLAS_FIR | 60 | 350 | 21000 | 1+1 | OL23-506 | AA1 or 786 | |
| 17 | BLYN SALVAGE U1 | DOUGLAS_FIR | 4 | 350 | 1400 | 1+1 | OL23-506 | | |
| 18 | BLYN SALVAGE U2 | DOUGLAS_FIR | 8 | 350 | 2800 | 1+1 | OL23-506 | | |
| 19 | LORDS LAKE FIRE | DOUGLAS_FIR | 6 | 350 | 2100 | 1+1 | OL23-506 | | |
| 20 | BOLTON REHAB | W_HEMLOCK | 59 | 250 | 14750 | P+1 | OL23-496 | | |
| | | W_REDCEDAR | | 100 | 5900 | P+1 | OL23-497 | | |

| | | | | | | | | | |
|----|-----------------|-------------|----|-----|-------|-----|----------|--|--|
| 21 | ROLL WITH IT 1 | DOUGLAS_FIR | 80 | 150 | 12000 | 1+1 | OL23-506 | | |
| | | W_HEMLOCK | | 150 | 12000 | P+1 | OL23-500 | | |
| | | W_REDCEDAR | | 74 | 5900 | P+1 | OL23-497 | | |
| 22 | ROLL WITH IT 2A | DOUGLAS_FIR | 19 | 300 | 5700 | 1+1 | OL23-506 | | |
| | | W_REDCEDAR | | 50 | 950 | P+1 | OL23-497 | | |
| 23 | ROLL WITH IT 2B | DOUGLAS_FIR | 29 | 300 | 8700 | 1+1 | OL23-506 | | |
| | | W_REDCEDAR | | 50 | 1450 | P+1 | OL23-497 | | |
| 24 | ROLL WITH IT 2C | DOUGLAS_FIR | 7 | 300 | 2100 | 1+1 | OL23-506 | | |
| | | W_REDCEDAR | | 50 | 350 | P+1 | OL23-497 | | |
| 25 | ROLL WITH IT 2D | DOUGLAS_FIR | 6 | 300 | 1800 | 1+1 | OL23-506 | | |
| | | W_REDCEDAR | | 50 | 300 | P+1 | OL23-497 | | |

SECTION II-B: UNIT MAPS

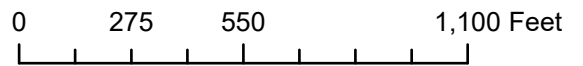
Tree Planting Contract #3228





Legend

-  Treatment Area
-  DNR Ownership

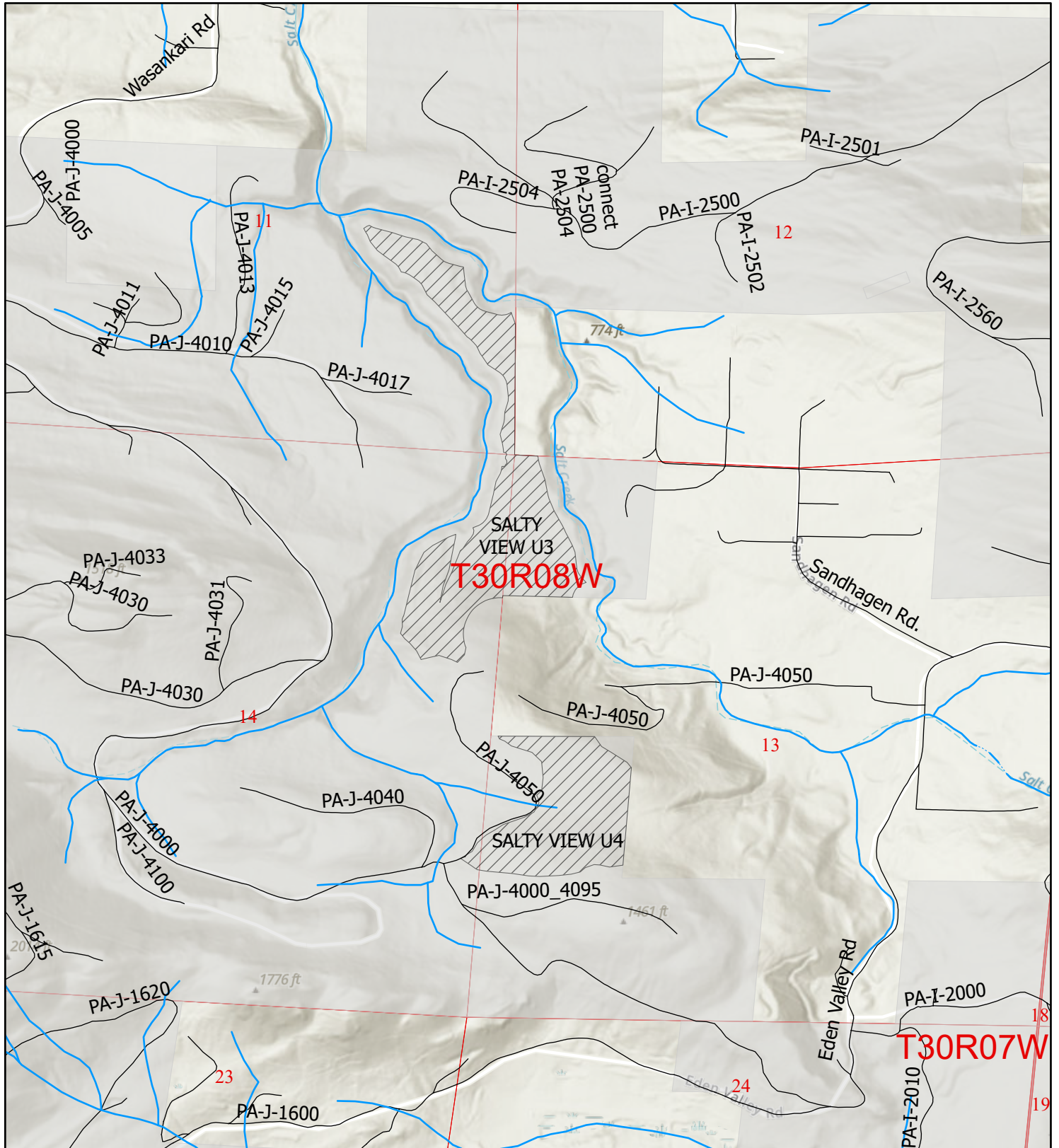
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-  Highway
-  Forest Road



-  Survey - Section Lines
-  Survey - Township Lines



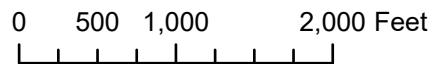
Tree Planting Contract #3228



Legend

- Treatment Area
- DNR Ownership

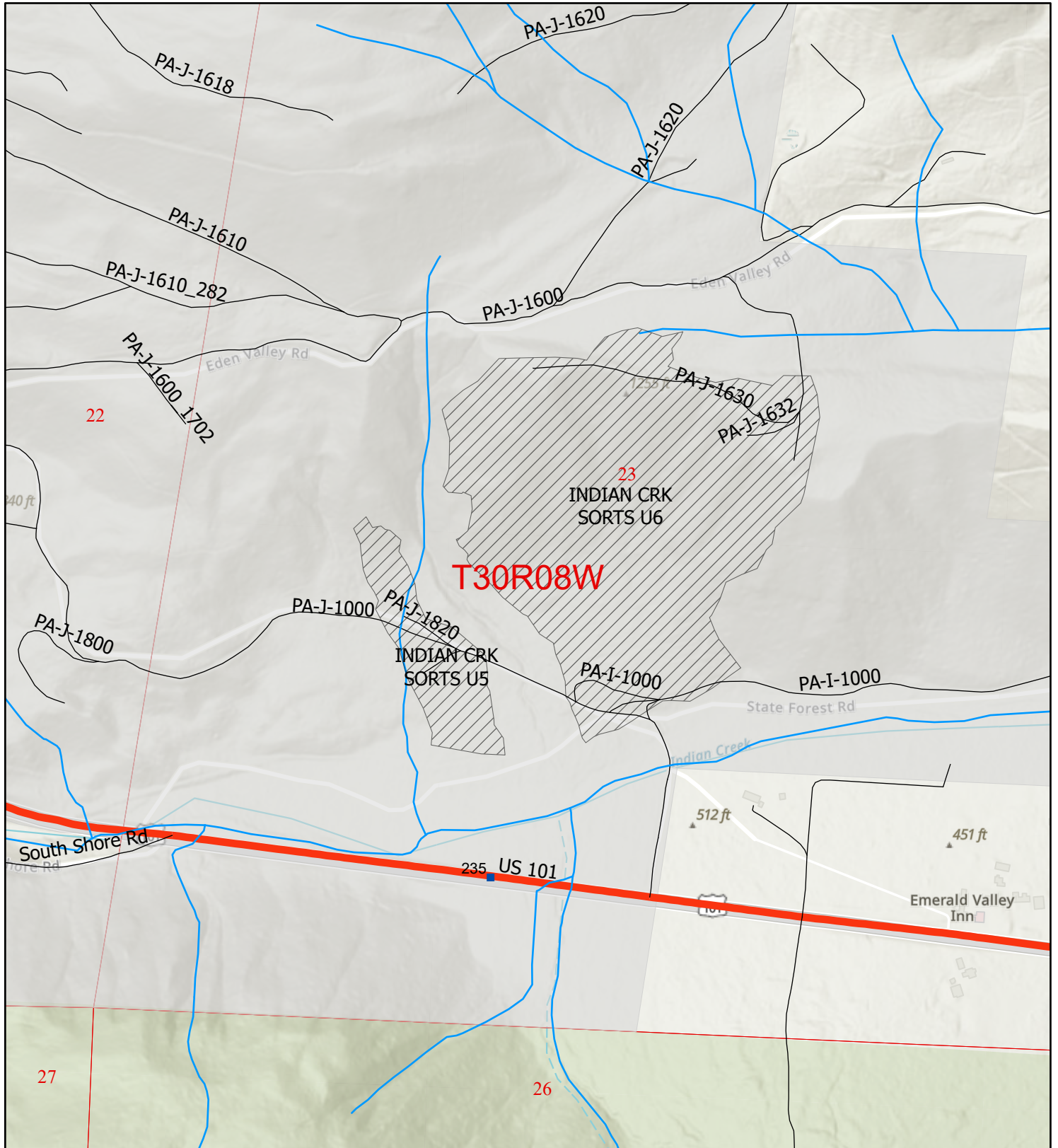
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- Highway
- Forest Road



- Survey - Section Lines
- Survey - Township Lines



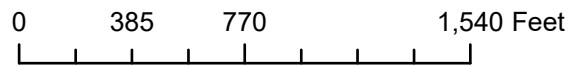
Tree Planting Contract #3228





Legend

-  Treatment Area
-  DNR Ownership

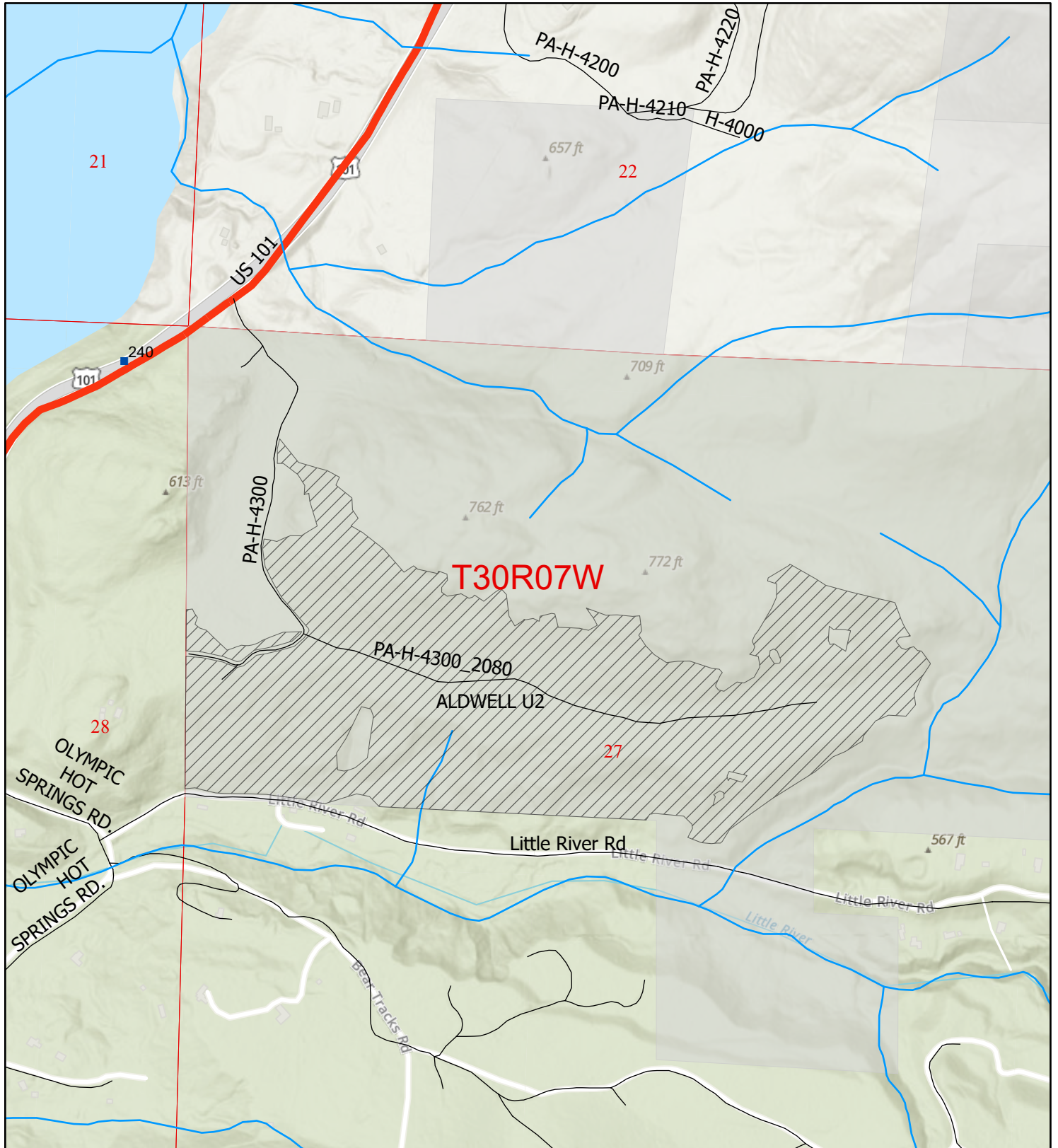
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-  Highway
-  Forest Road



-  Survey - Section Lines
-  Survey - Township Lines



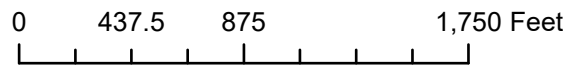
Tree Planting Contract #3228





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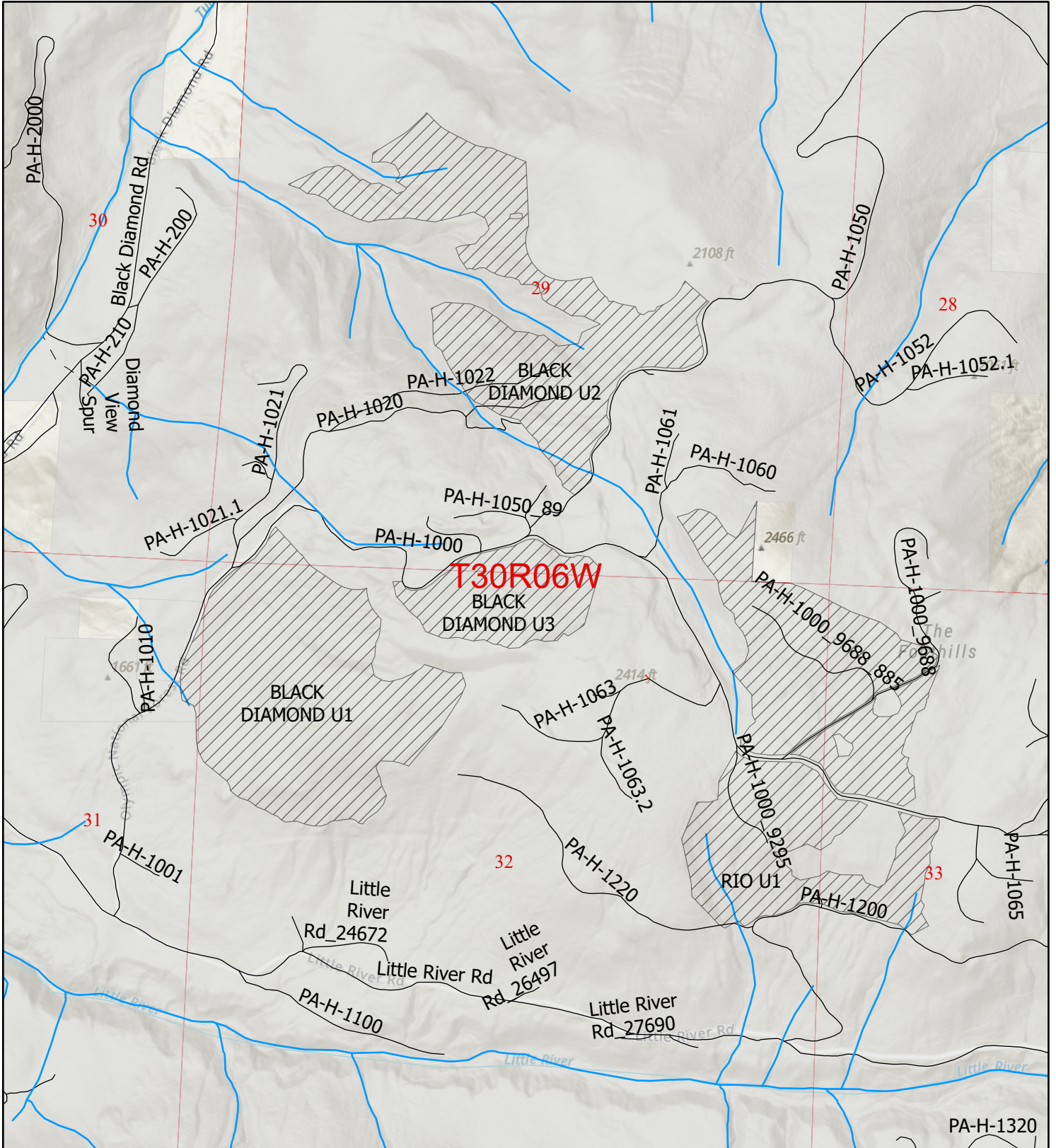
-  Treatment Area
-  DNR Ownership

-  WSDOT - Milepost Markers
-  Highway
-  Forest Road



-  Survey - Section Lines
-  Survey - Township Lines







Legend

-  Treatment Area
-  DNR Ownership

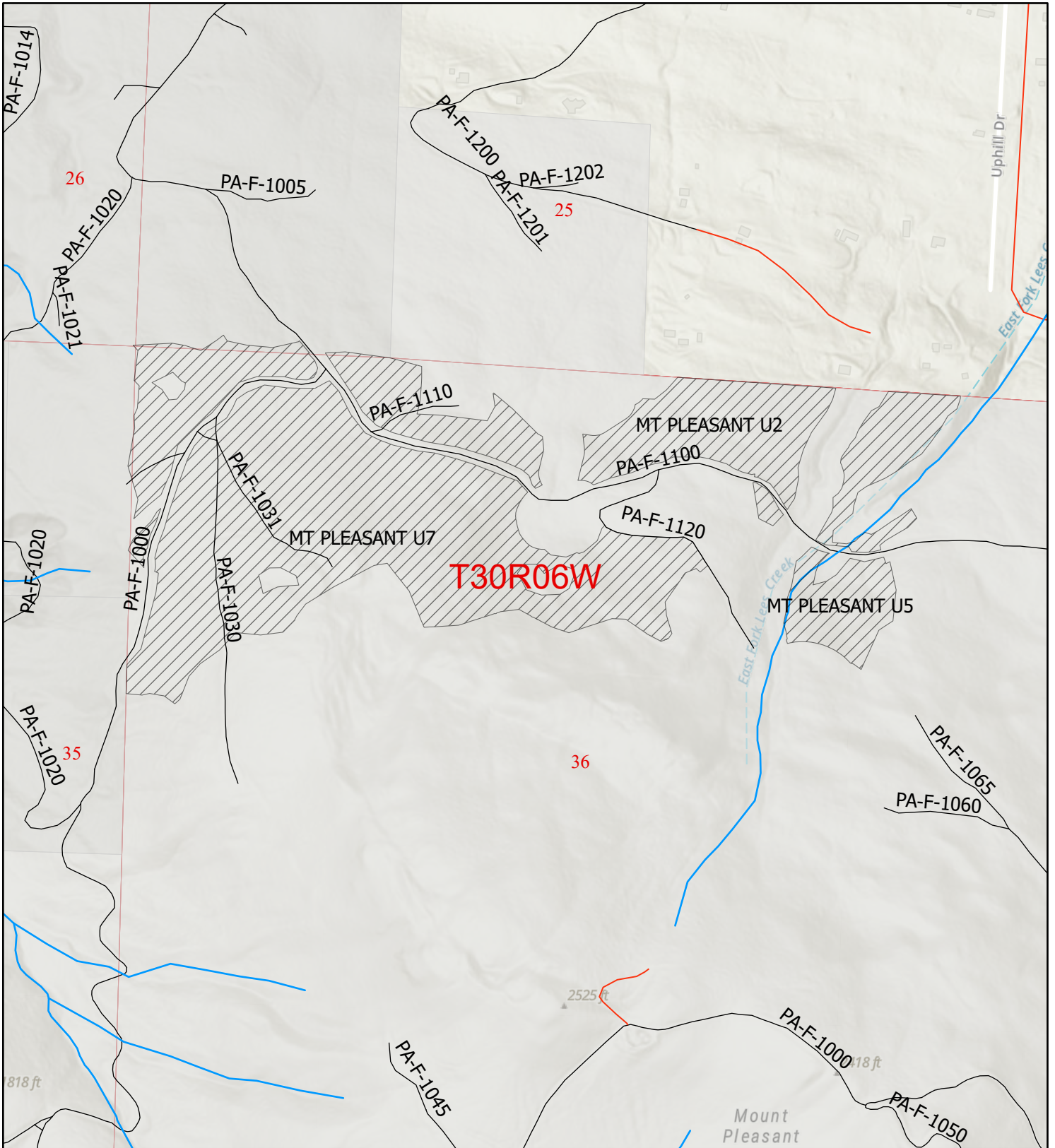
-  WSDOT - Milepost Markers
-  Highway
-  Forest Road

0 500 1,000 2,000 Feet

-  Survey - Section Lines
-  Survey - Township Lines



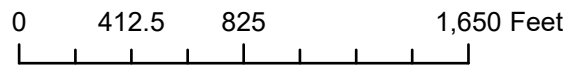
Tree Planting Contract #3228





Legend

-  Treatment Area
-  DNR Ownership

-  WSDOT - Milepost Markers
-  Highway
-  Forest Road



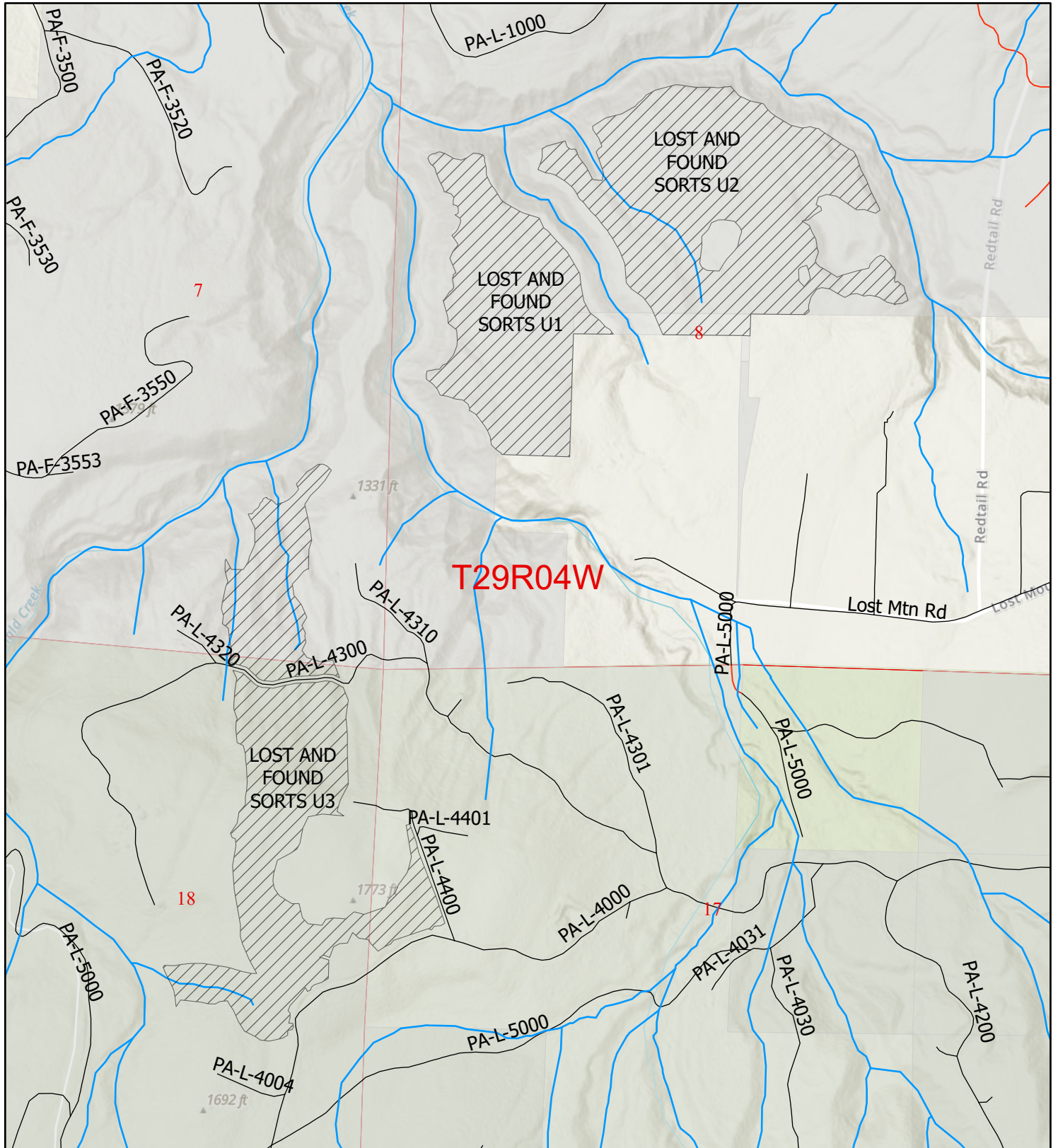
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-  Survey - Township Lines



Tree Planting Contract #3228

Lost and Found U1-3
DNR Olympic Region

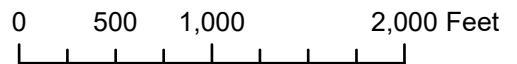
Acreage: 38, 63 & 60





Legend

-  Treatment Area
-  DNR Ownership

-  WSDOT - Milepost Markers
-  Highway
-  Forest Road



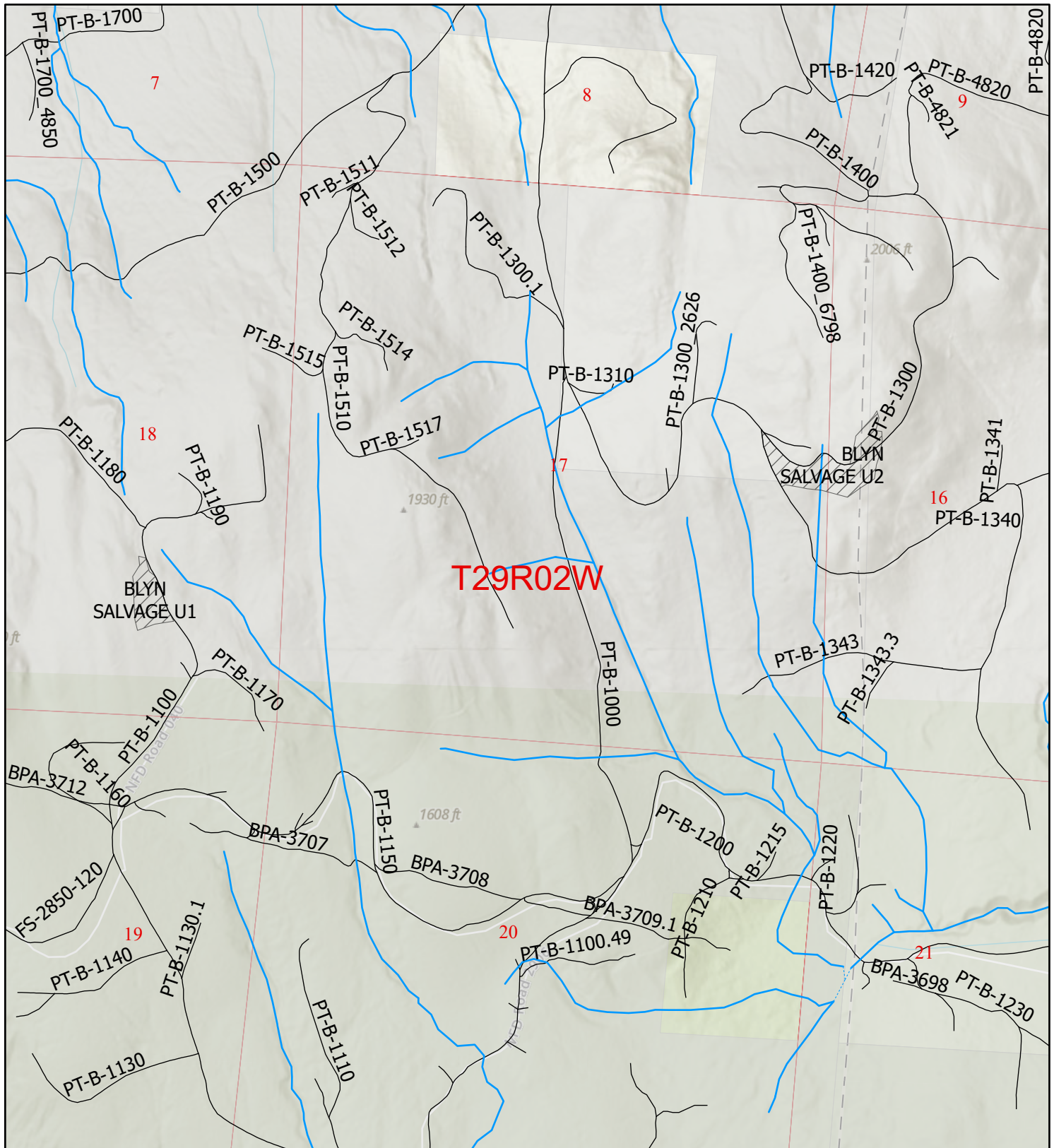
-  Survey - Section Lines
-  Survey - Township Lines



Tree Planting Contract #3228

Blyn Salvage U1 & U2
DNR Olympic Region

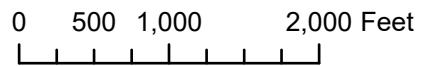
Acreage: 4 & 8





Legend

-  Treatment Area
-  DNR Ownership

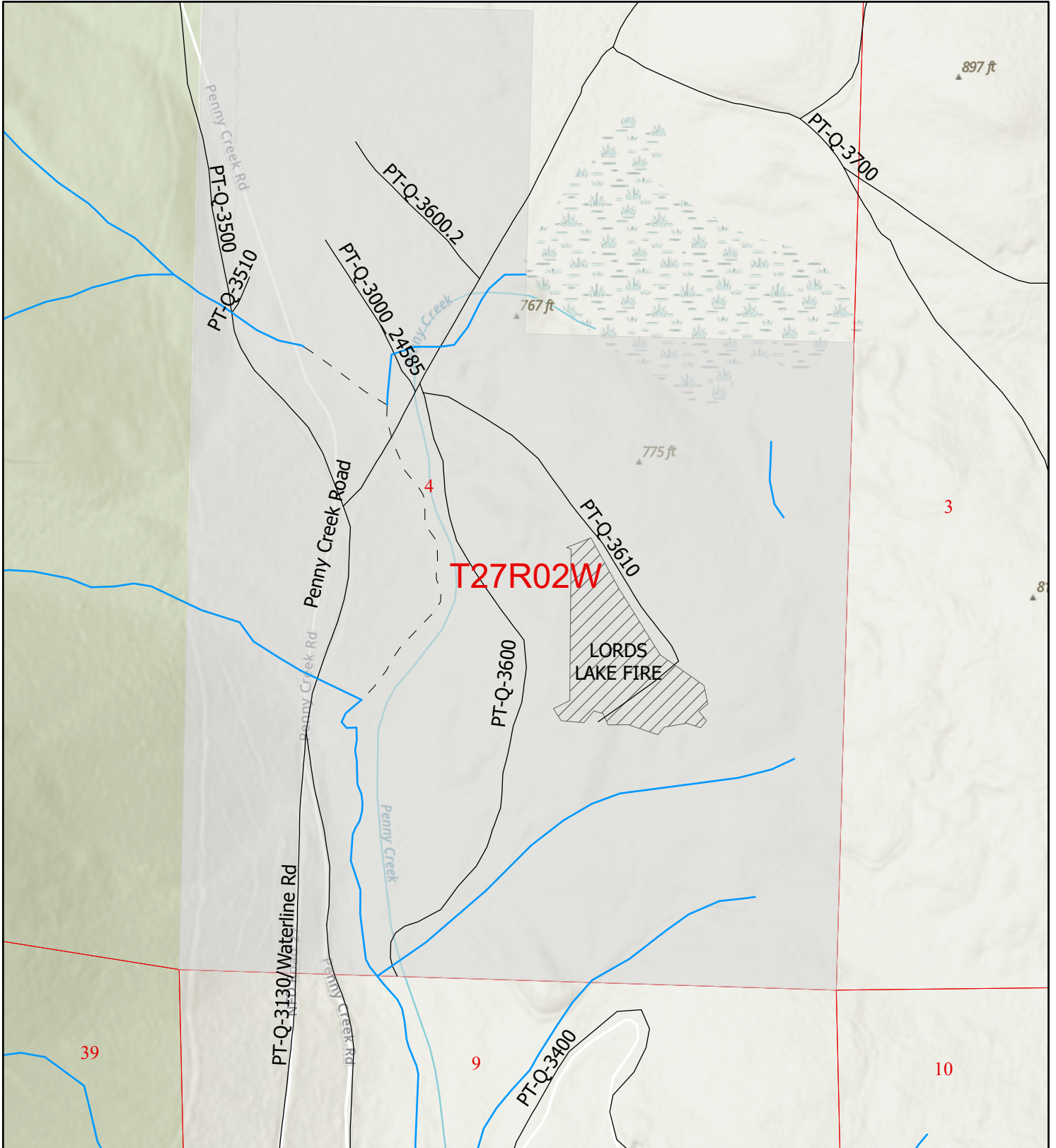
-  WSDOT - Milepost Markers
-  Highway
-  Forest Road



-  Survey - Section Lines
-  Survey - Township Lines





Tree Planting Contract #3228

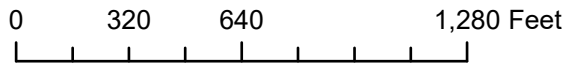


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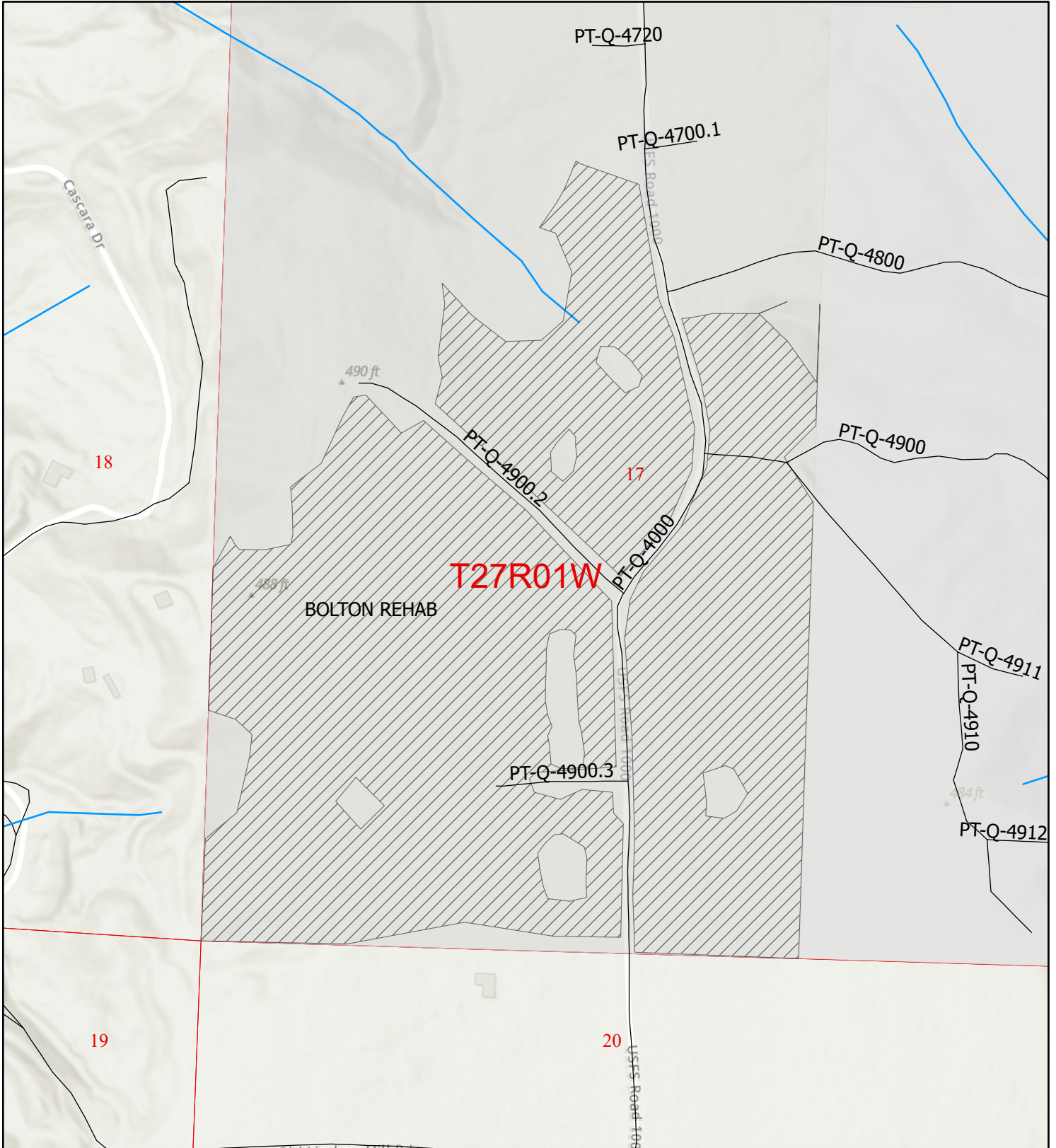
-  Treatment Area
-  DNR Ownership

-  WSDOT - Milepost Markers
-  Highway
-  Forest Road

-  Survey - Section Lines
-  Survey - Township Lines



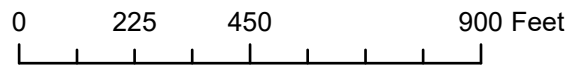
Tree Planting Contract #3228





Legend

-  Treatment Area
-  DNR Ownership

-  WSDOT - Milepost Markers
-  Highway
-  Forest Road



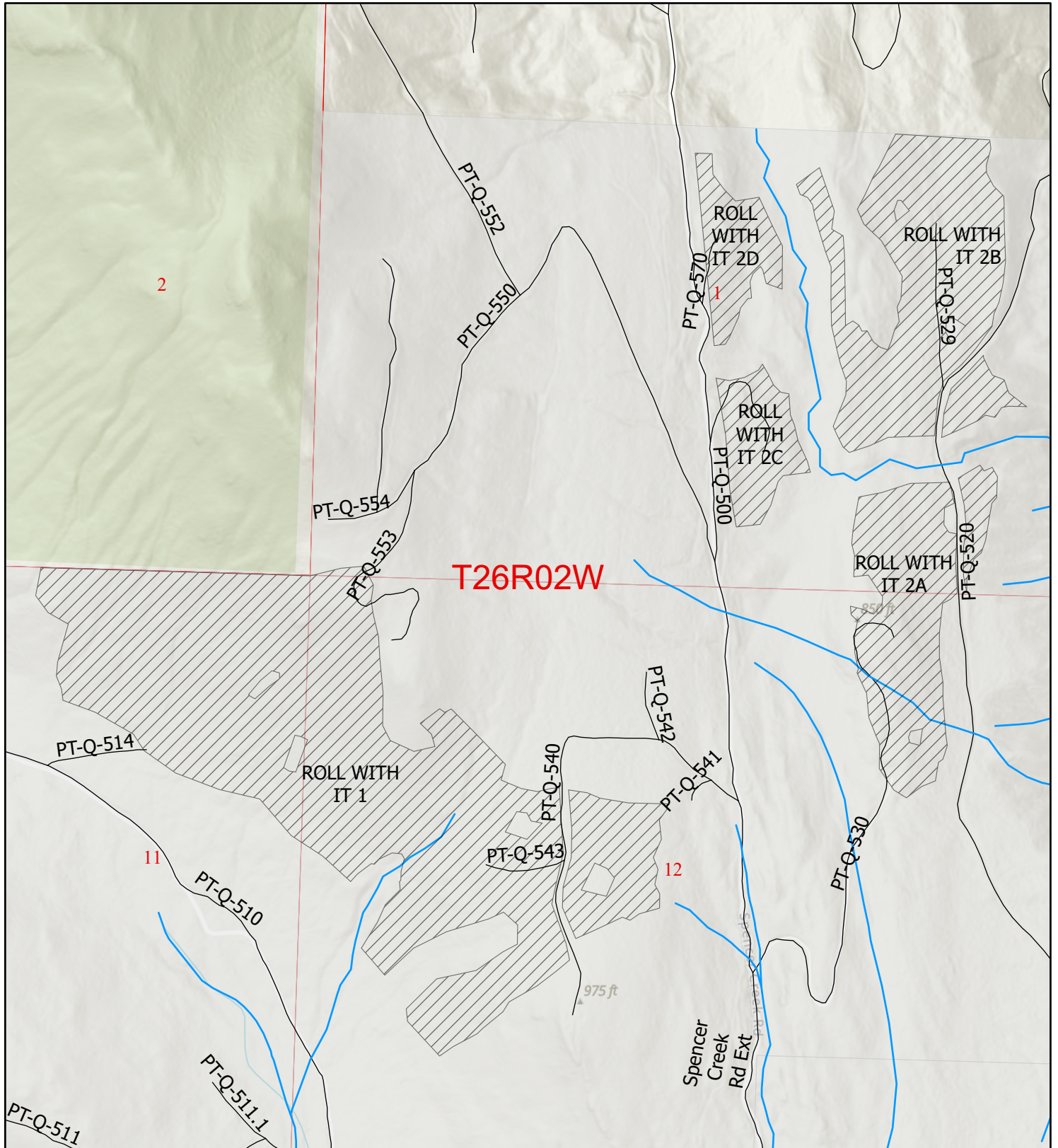
-  Survey - Section Lines
-  Survey - Township Lines



Tree Planting Contract #3228

Roll with It U1 & U2 A-D
DNR Olympic Region

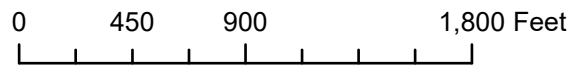
Acreage: 80, 19, 29, 7 & 6





Legend

-  Treatment Area
-  DNR Ownership

-  WSDOT - Milepost Markers
-  Highway
-  Forest Road



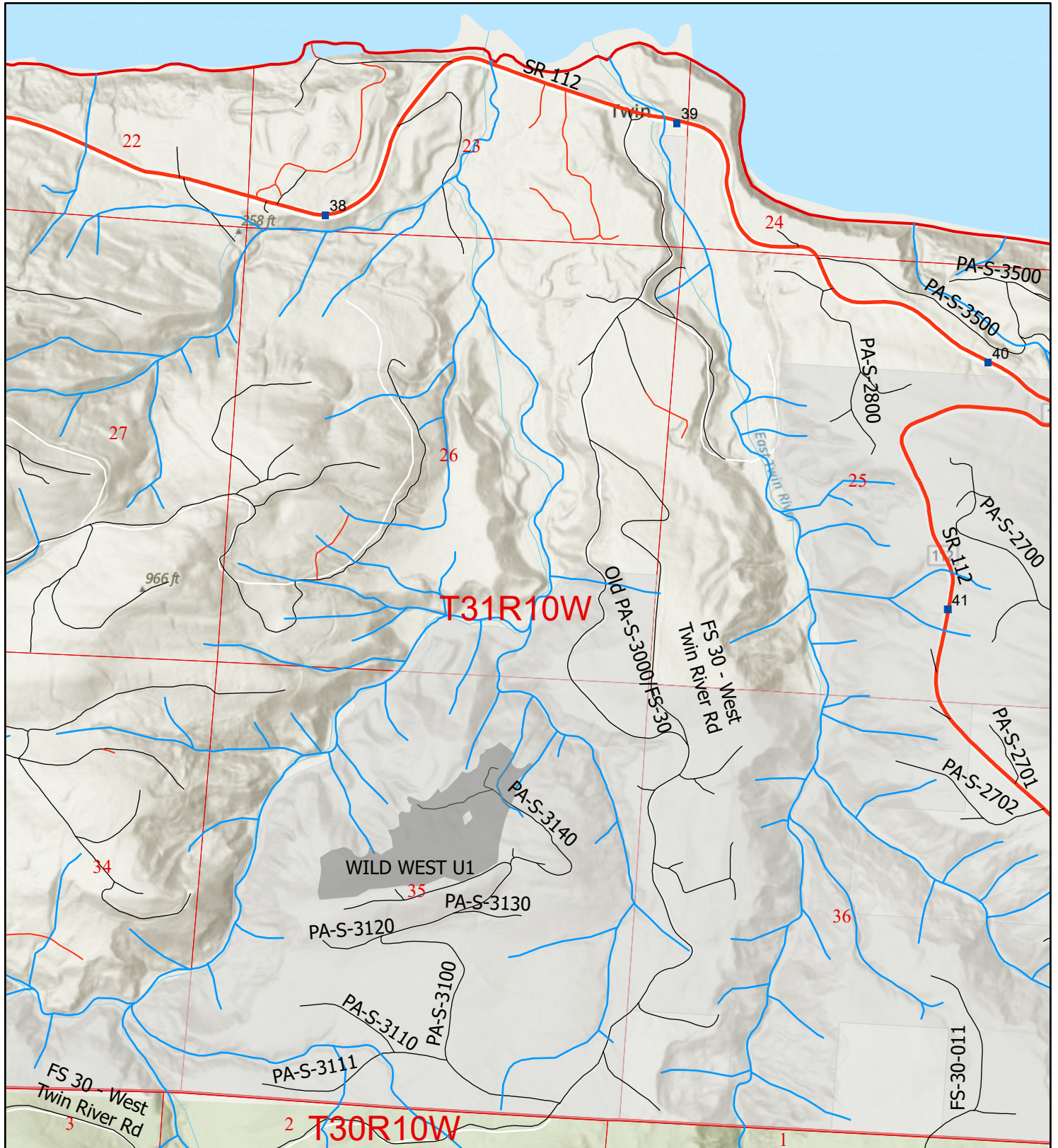
-  Survey - Section Lines
-  Survey - Township Lines




SECTION II-C: VICINITY MAPS

Tree Planting Contract #3228

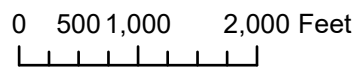
DNR Olympic Region





Legend

-  Treatment Area
-  DNR Ownership

-  WSDOT - Milepost Markers
-  Highway
-  Forest Road

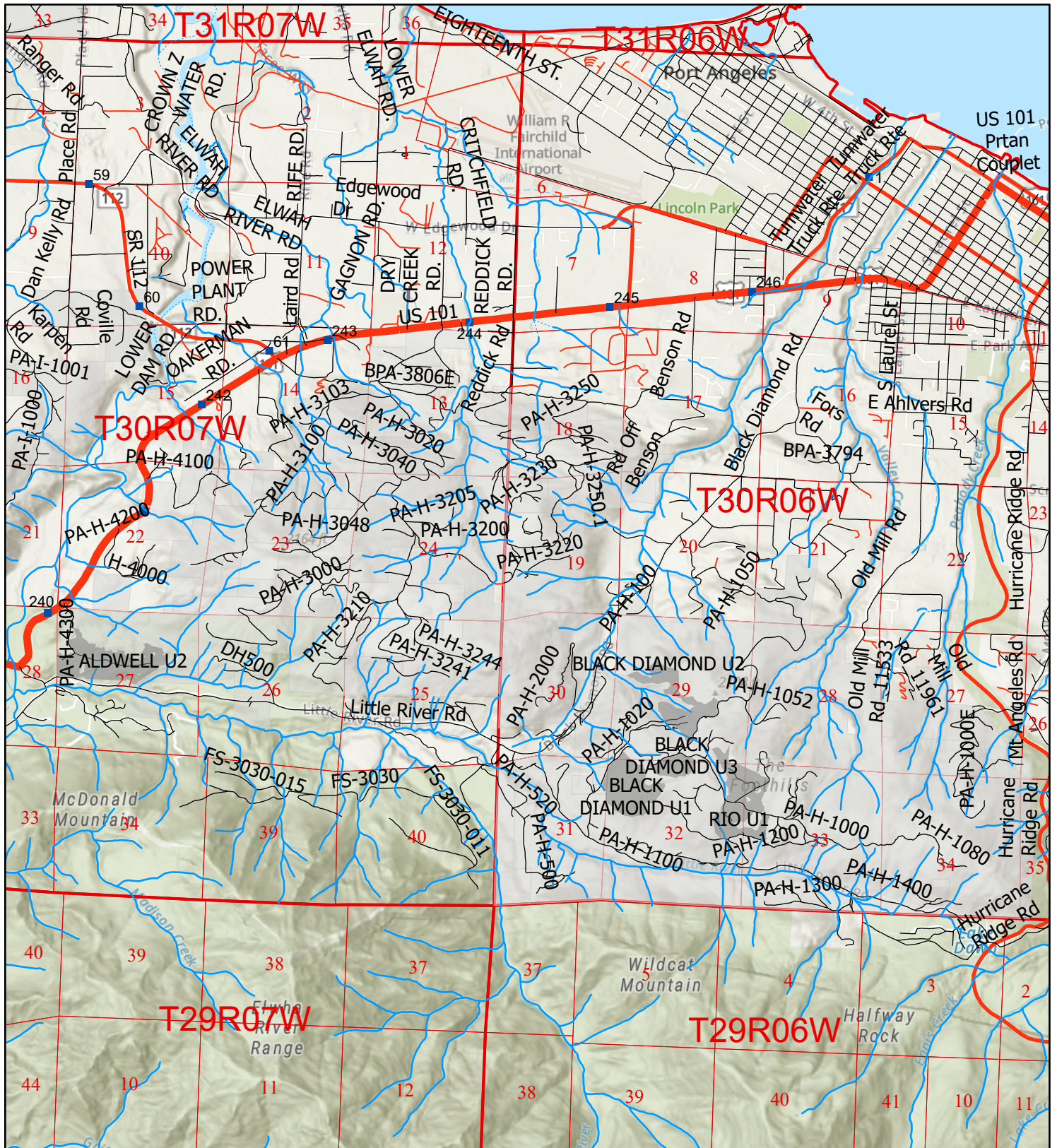


-  Survey - Section Lines
-  Survey - Township Lines



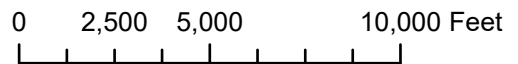
Tree Planting Contract #3228

DNR Olympic Region



Legend

- Treatment Area
- WSDOT - Milepost Markers
- DNR Ownership
- Highway
- Forest Road

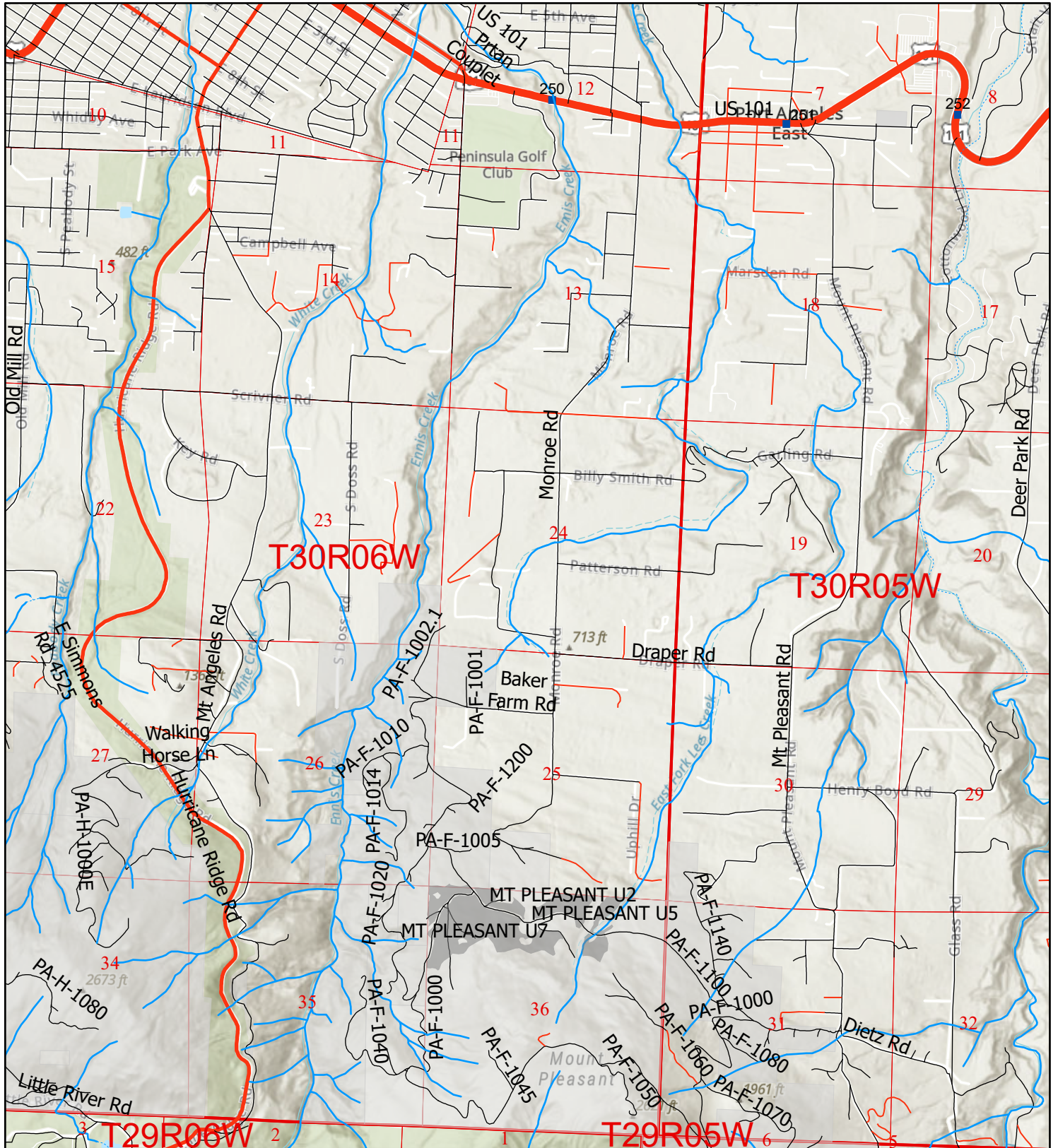


- Survey - Section Lines
- Survey - Township Lines



Tree Planting Contract #3228

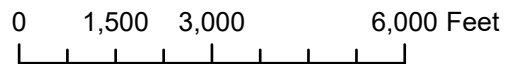
DNR Olympic Region



Legend

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- Forest Road

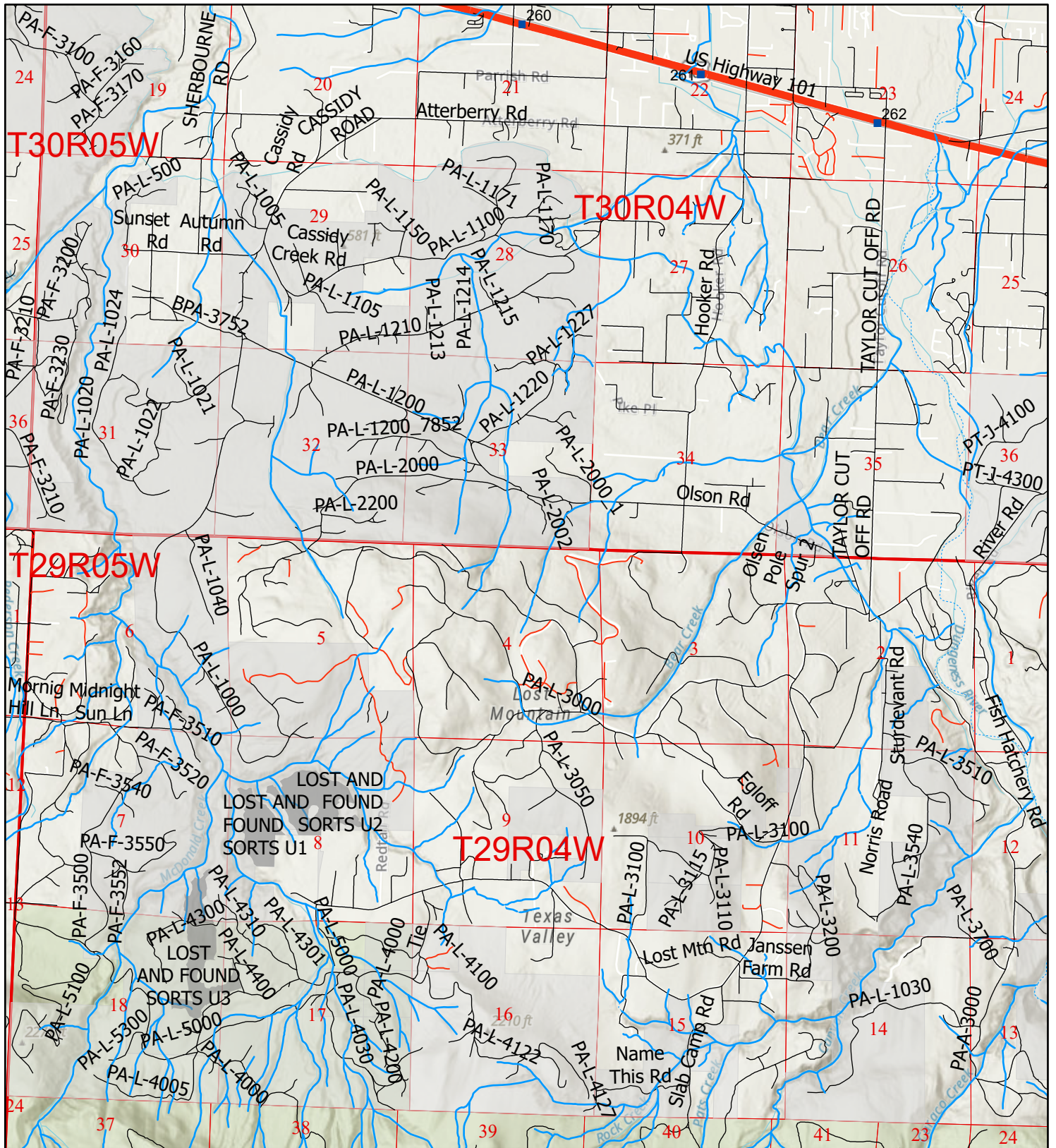


- Survey - Section Lines
- Survey - Township Lines



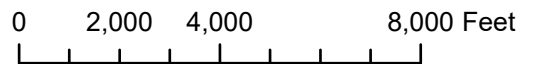
Tree Planting Contract #3228

DNR Olympic Region



Legend

- Treatment Area
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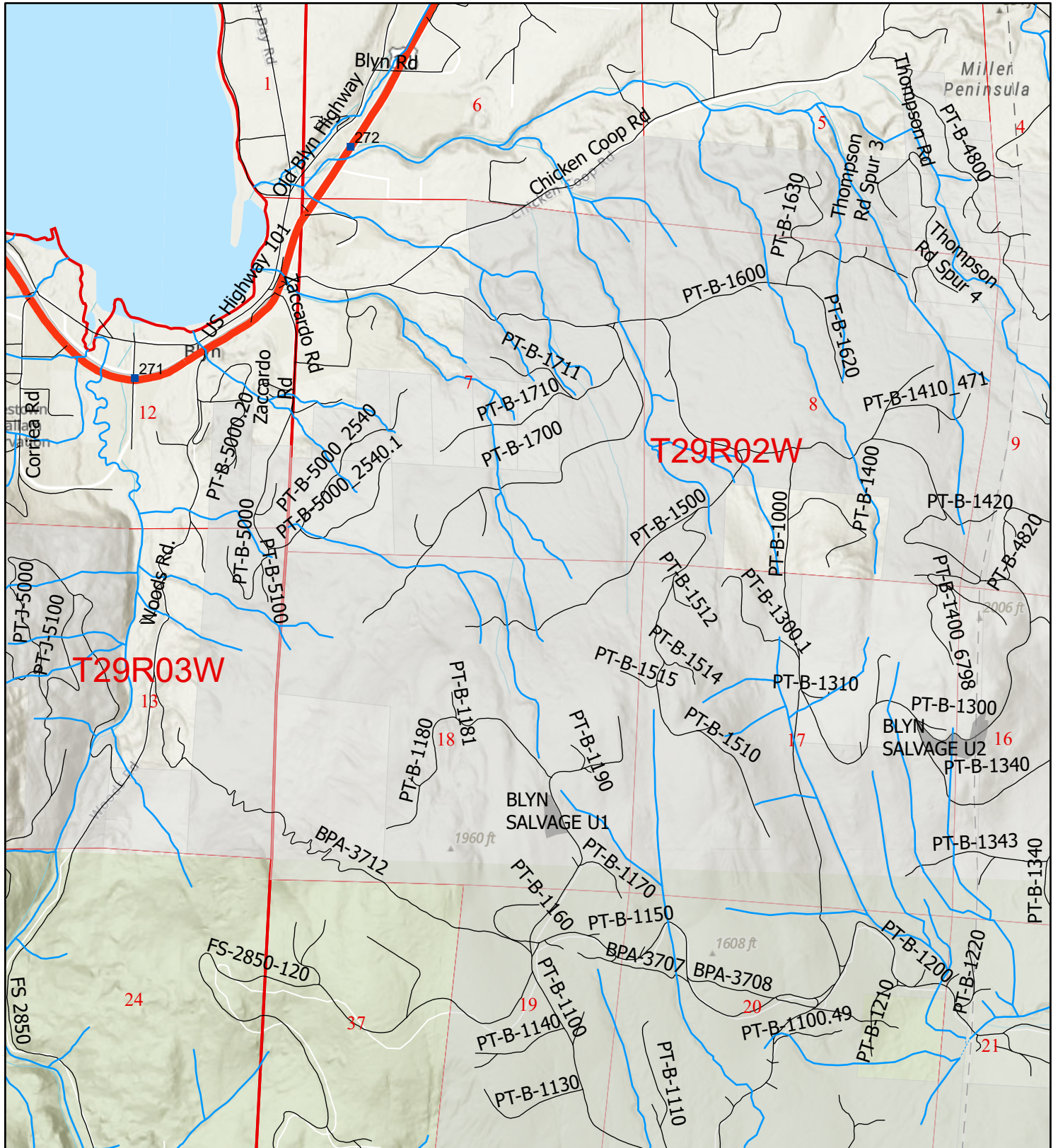


- Survey - Section Lines
- Survey - Township Lines



Tree Planting Contract #3228

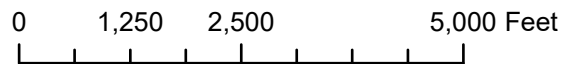
DNR Olympic Region



Legend

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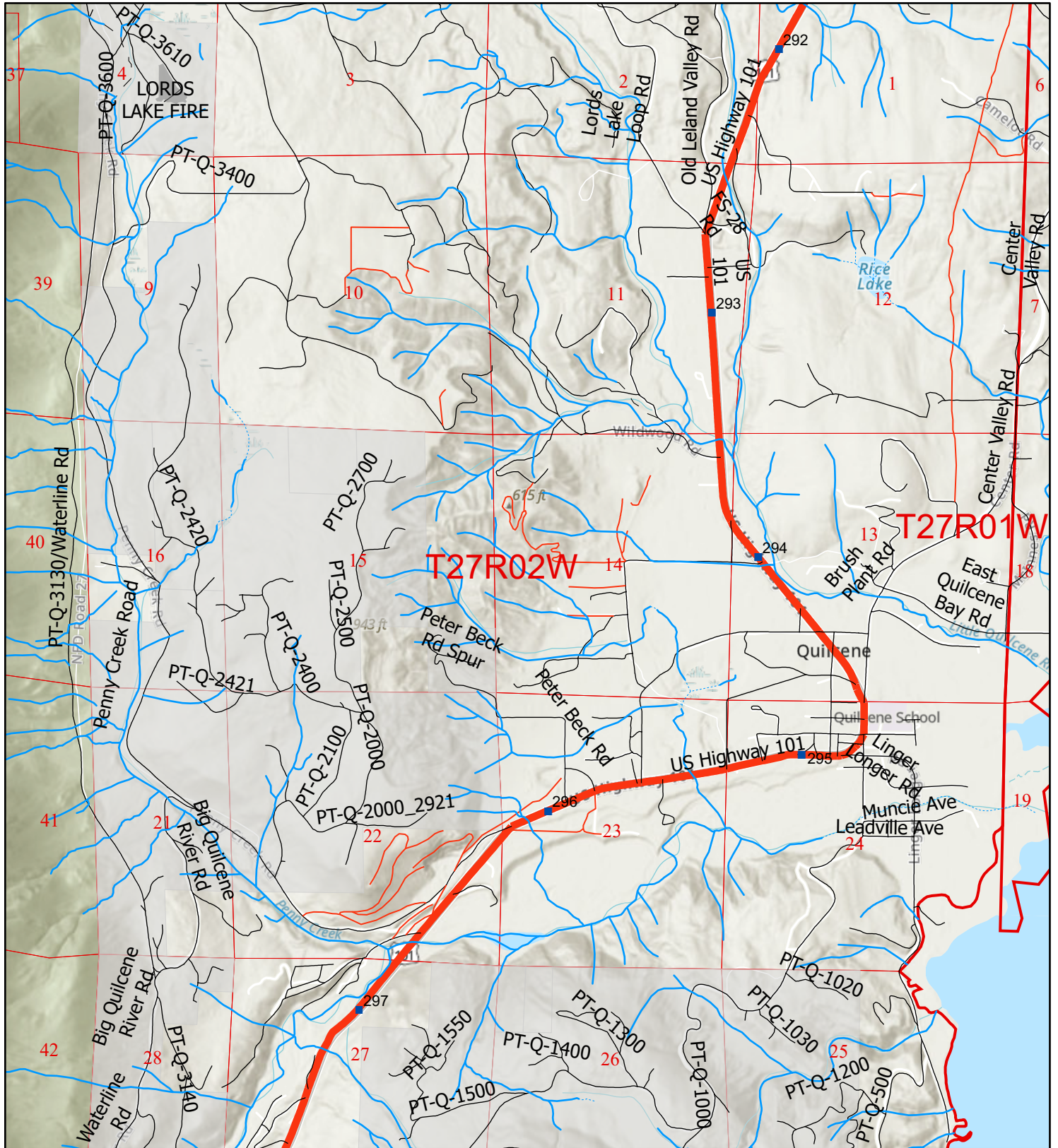


- Survey - Section Lines
- Survey - Township Lines



Tree Planting Contract #3228

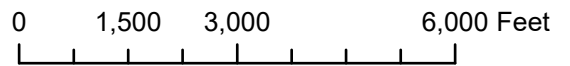
DNR Olympic Region



Legend

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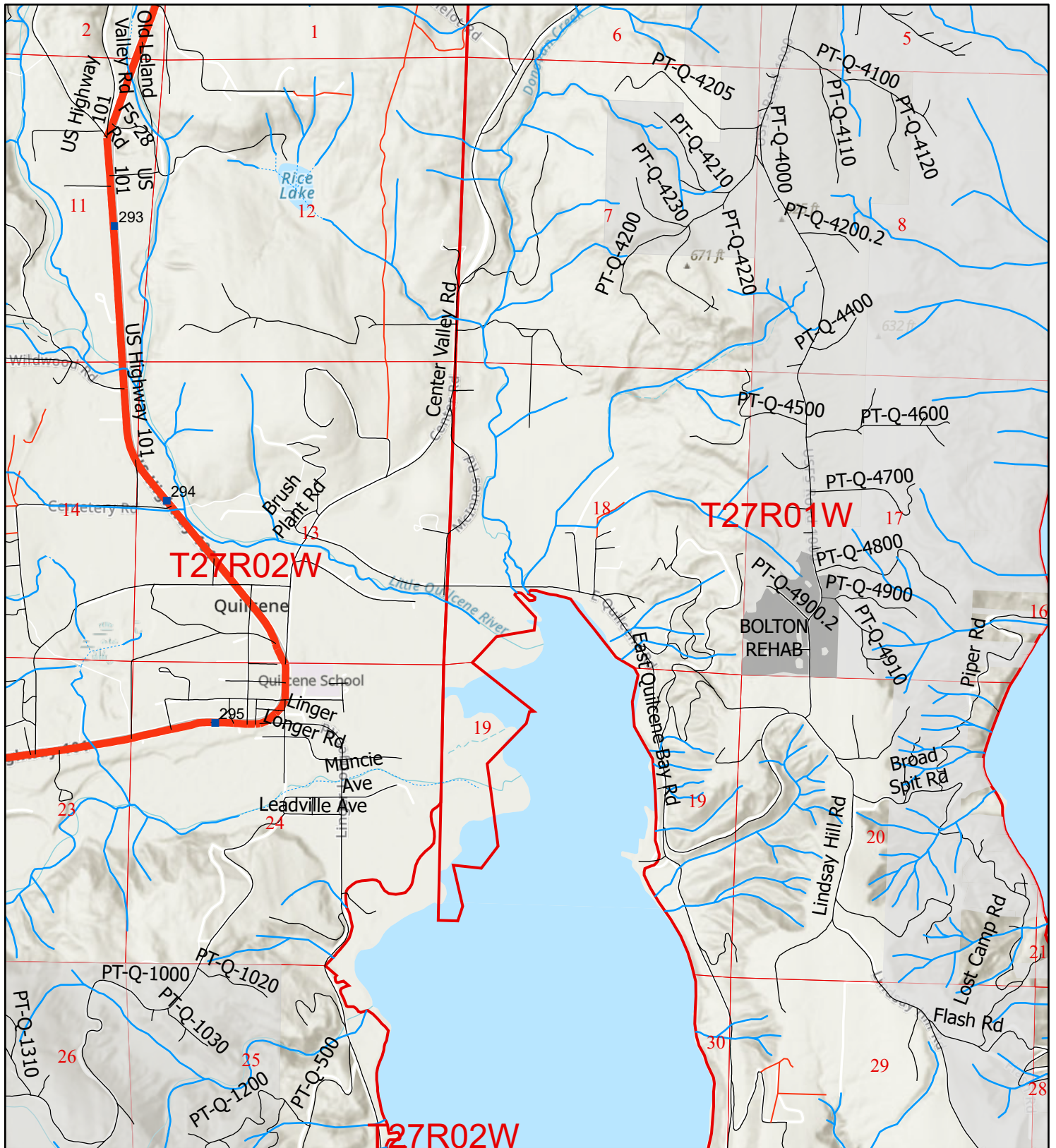


- Survey - Section Lines
- Survey - Township Lines



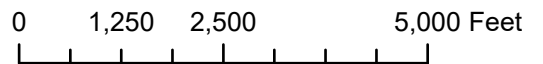
Tree Planting Contract #3228

DNR Olympic Region



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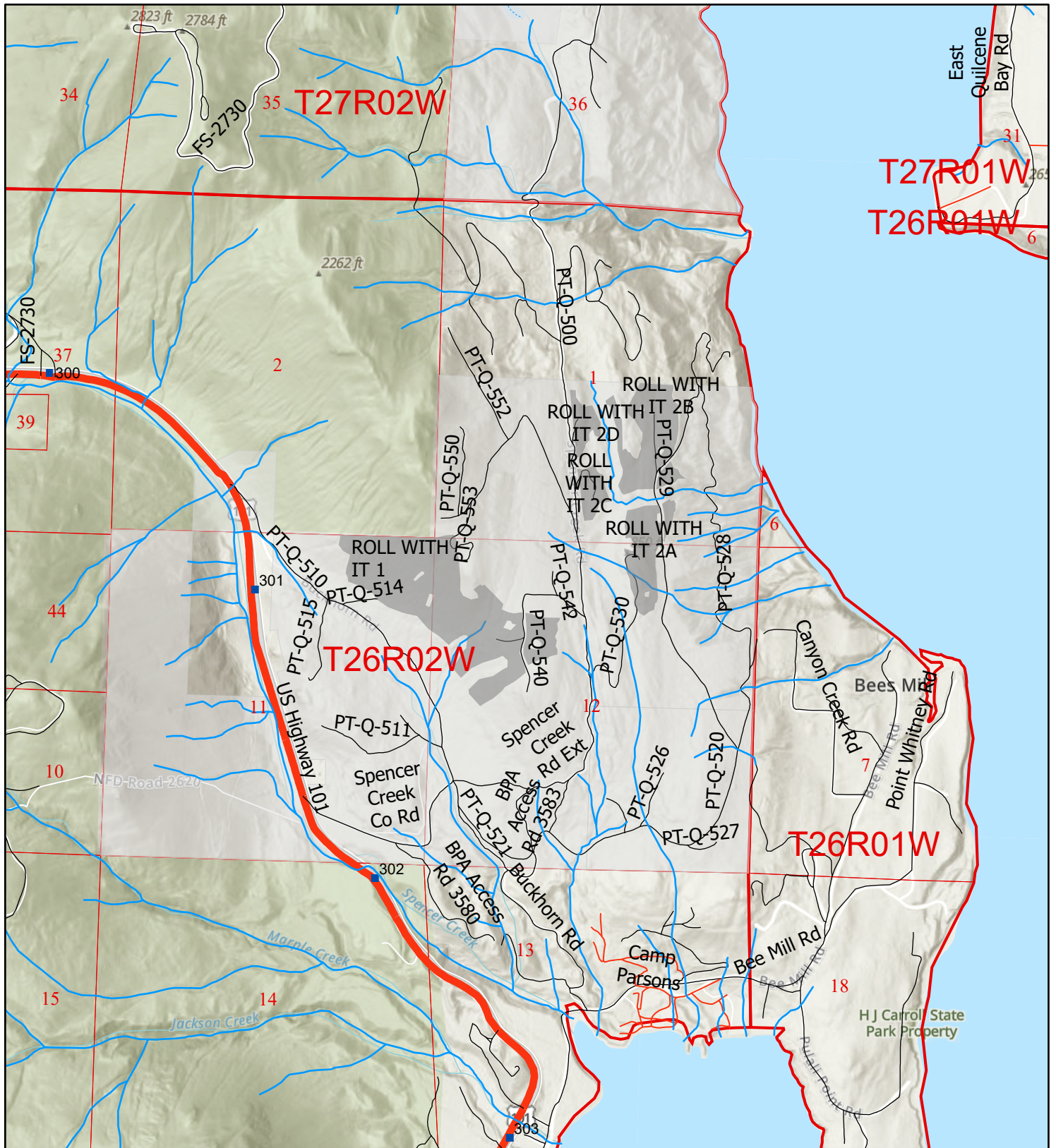


- Survey - Section Lines
- Survey - Township Lines



Tree Planting Contract #3228

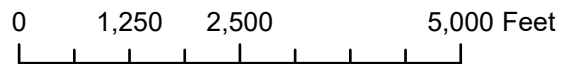
DNR Olympic Region



Legend

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- Survey - Section Lines
- Survey - Township Lines



SECTION III: CONTRACT SIGNATURES PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR

STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES

Signature Date

Signature Date

Name

William Wells
Name

Title

Region Manager
Title

Address

411 Tillicum Ln Forks, WA 98331
Address

Telephone

360-374-2800
Telephone