INVITATION FOR BID (IFB):
TREE PLANTING &
VEXAR TUBING INSTALLATION
CONTRACT

You are invited to bid on the following Pre Commercial Thinning Contract and are advised to examine the Work Units prior to bidding. The implied warranty of fitness for a particular purpose, and all other warranties, express or implied, are excluded. For example, the Department of Natural Resources (DNR) does not warrant the acreage for each unit. Any acreage descriptions appearing in each contract are estimates only, solely for administrative and identification purposes.

Draft contract is attached to this invitation.

<table>
<thead>
<tr>
<th>Contract #</th>
<th># Acres</th>
<th># Units</th>
<th># Vexar Tubes</th>
<th>Location</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1703</td>
<td>1,515</td>
<td>33</td>
<td>1,650</td>
<td>See Unit Maps</td>
<td></td>
</tr>
</tbody>
</table>

Lewis District
Contract Term:
01/08/18 – 04/30/18

BID PROCEDURES

Bid Delivery
The bidder shall prepare one complete bid form for each contract, available in Section III of the draft contract. Each bid shall be delivered to the DNR's Region Office in its own envelope marked “Sealed Bid” and addressed to the DNR's Region Manager as specified below.

If multiple bids are submitted by one bidder, those sealed bids can be submitted inside a single envelope.

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

Bids will be accepted until 2:00 P.M on December 1, 2017.

Questions pertaining to this Invitation to Bid can be answered by contacting Jared Larwick (Bid Coordinator) at (360) 635-1338 or jared.larwick@dnr.wa.gov. Oral explanations, interpretation, or instructions given before the award will not be binding.

Individuals who wish to request special accommodations for the bid submission process or bid opening (e.g., sign language, interpreters, Braille, etc.) should contact the Pacific Cascade Region office at least ten (10) working days prior to the scheduled bid opening.
**Bid Contents**
Each bid shall include all six of the following items:

1) Bid Form (Section III-A),
2) Contractor’s Declaration of Industrial Insurance Status (Section III-B);
3) Certifications and Assurances (Section III-C);
4) Solicitation to Offer (Section III-D);
5) Photocopy of Washington State Farm Labor Contractors License; and
6) Bid deposit.

All documents must be legible and properly completed.

Each sealed bid envelope should be prepared in the following manner:

Addressed to: Eric Wisch - Region Manager
Attn: Jared Larwick
Washington State Department of Natural Resources
Pacific Cascade Region
P.O. Box 280
Castle Rock, WA 98611

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

Lower left corner: Tree Planting – “Sealed Bid”
Invitation to Bid on Contract Number: 1703

**Bid Form Requirements**
Bids must be submitted on the Bid Form (Section III-A) attached to the draft contract. The following information must be entered on the Bid Form:

1) Bids should include all costs related to the completion of the Work.

2) A Unit Bid Price and a Unit Total must be entered for all of the Units in the contract. All Unit Totals for the contract must be summed and entered as the Contract Price. In the event of a difference between the sum of all Unit Totals and the Contract Price, the individual Unit Totals shall prevail.

3) All Bid Forms (Section III) must be signed in ink. If the bid is made by a corporation, it shall be signed by the corporation’s authorized designee. Incomplete or unsigned bids may be rejected.

**Offer to Contract**
Your Invitation for Bid is a solicitation to offer to contract with the DNR. All bids shall remain firm for a period of 60 calendar days after the bid opening.

Your bid becomes part of a contract if it is officially awarded by the DNR with a contract award letter.

**Bid Deposit**
A bid deposit of ONE THOUSAND DOLLARS ($1,000) is required. This deposit is for the purpose of assuring the DNR that the bidder will accept award of any contract on which the bidder is the lowest responsible bidder.
The bid deposit must be in the form of certified check made payable to the Washington State Department of Natural Resources and include a reference to the contract number. The bid deposit must be delivered to the DNR's Region Office with the delivery of the bid.

The bid deposit of a bidder awarded the contract will be released when the performance/damage deposit has been approved, or the bid deposit may be converted to apply to part or all of the required performance/damage deposits after contract award.

After DNR and the lowest responsible bidder sign the contract, bid deposits will be returned to all unsuccessful bidders. In the event the bidder rejects award of any contract included in this Invitation for Bid, the bidder will forfeit the bid deposit.

**Bidder Insurance**

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best’s Reports. Any exception shall be reviewed and approved by DNR’s risk manager before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

**Bid Opening**

At the time and date specified in the bid delivery clause above, all bids will be opened and read aloud. Individuals who wish to request special accommodations for the bid opening (e.g., sign language, interpreters, Braille, etc.) should contact the Pacific Cascade Region office at least ten (10) working days prior to the scheduled bid opening.

**Withdrawal of Bid**

A bidder’s authorized representative may withdraw a bid in person before the opening of any one of the bids. Bidder’s representative will be required to show photo identification and sign on the bid summary sheet before the bid will be released.

**Rejection of Bids**

To be considered, bids must conform to the above requirements, except that the DNR may waive informalities and minor irregularities in bids received. The DNR reserves the right to reject any or all bids received.

**Lowest Responsible Bidder**

Award of the contract shall be to the lowest responsible bidder as determined by the DNR. In determining the lowest responsible bidder, in addition to price, the following may be considered (RCW 39.26.160): (a) the bidder’s ability, capacity, and skill to perform the contract; (b) the bidder’s character, integrity, reputation, judgment, experience, and efficiency; (c) whether the bidder can perform the contract within the time specified; (d) the quality of the bidder’s previous contract performance with the DNR or other landowners; (e) the bidder’s previous and current compliance with laws relating to the contract or services; and (f) the bidder’s receiving of a citation, in the past three years, for violation of Washington State wage payment laws (RCW 49.46, 49.48, or 49.52). The DNR’s determination that a bidder is not qualified may result in rejection of the bid submitted.

Any bidder who has had unsatisfactory performance resulting in the termination of a DNR silviculture contract, will not be considered a responsible bidder unless the bidder provides government or forest industry references demonstrating acceptable performance on at least one contract with a minimum of 800 acres of tree planting since the time of the termination. DNR reserves the right to contact references and make its own
Complaint Procedure
Bidders are expected to raise any questions, exceptions, or requested additions they have concerning the IFB requirements early in the IFB process. Bidders may submit specific complaints to the Bid Coordinator if the bidder believes the IFB unduly constrains competition or contains inadequate or improper criteria. The complaint must be made in writing to the Bid Coordinator before the bid due date. The solicitation process may continue.

These complaints will not be handled through the protest procedures outlined below. However, the Bid Coordinator will forward a copy of the complaint to the Silviculture Operations Specialist for further review. Should a bidder complaint identify a change that would be in the best interest of the DNR to make, DNR may modify this IFB accordingly. The DNR decision is final; no further administrative appeal is available.

Debriefing of Unsuccessful Bidders
Any bidder who has submitted a bid and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the Bid Coordinator within three (3) business days after the Unsuccessful Bidder Notification is initially sent to the bidder (whether via e-mail, fax, or other method). The Bid Coordinator must receive debriefing requests no later than 5:00 PM, local time on the third business day following the transmittal of the Unsuccessful Bidder Notification. The debriefing must be held within three (3) business days of the request and may be conducted in person or on the telephone.

Protest Procedure
Protests may be made only by bidders who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the bidder is allowed five (5) business days to file a protest of the acquisition with the Bid Coordinator. The Bid Coordinator must receive protests no later than 5:00 PM, local time, on the fifth business day following the debriefing. All protests must be in writing via email, addressed to the Bid Coordinator, by the protesting party or an authorized Agent. The protest must state the invitation for bid (IFB) number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

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

Only protests stipulating an issue of fact concerning the following subjects shall be considered: (a) A matter of bias, discrimination or conflict of interest on the part of DNR; (b) Errors in computing the score; and/or (c) Non-compliance with procedures described in the procurement document, DNR protest process, or requirements set forth by the Department of Enterprise Services (DES). Protests must be based on these factors to be considered.

Upon receipt of a protest, a protest review will be held by the DNR Office of Finance, Budget, and Economics and Silviculture Operations staff in Olympia. These DNR staff that not directly involved in this procurement and will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.
The final determination of the protest shall:
- Find the protest lacking in merit and uphold the DNR’s action; or
- Find only technical or harmless errors in DNR’s acquisition process and determine DNR to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide DNR options which may include:
  -- Correct the errors and re-evaluate all bids, and/or
  -- Reissue the solicitation document and begin a new IFB process, or
  -- Make other findings and determine other courses of action as appropriate.

If DNR determines that the protest is without merit, DNR will enter into a contract with the Lowest Responsible Bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken. The protest decision is final. A copy of the original protest and DNR’s response will be provided to the Commissioner of Public Lands and the Director of the Department of Enterprise Services.

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

**Typical Solicitation Process Timeline**

<table>
<thead>
<tr>
<th>Event</th>
<th>Time period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complaint period</td>
<td>Between IFB posting date and 1 business day prior to the bid opening date</td>
</tr>
<tr>
<td>Bid opening</td>
<td>Following the bid response date/time</td>
</tr>
<tr>
<td>Announce “Lowest Responsible Bidder” and send notifications to unsuccessful bidders</td>
<td>Between bid opening and 5 business days following bid opening</td>
</tr>
<tr>
<td>Period for requesting a debriefing conference</td>
<td>Between transmittal of notifications to unsuccessful bidders and the end of the fourth business day following transmittal</td>
</tr>
<tr>
<td>Debriefing conference</td>
<td>Within 3 business days of DNR's receiving of the debriefing request</td>
</tr>
<tr>
<td>Protest submission period</td>
<td>Within 5 business days of the debriefing conference</td>
</tr>
<tr>
<td>Final determination of protest</td>
<td>Within 5 business days of DNR's receiving of a protest</td>
</tr>
<tr>
<td>Sign contract &amp; begin contract work</td>
<td>Following the conclusion of the &quot;Period for requesting a debriefing conference&quot; if no requests were received or the protest period, whichever is sooner</td>
</tr>
</tbody>
</table>

**Conditions on Award**
Within ten (10) business days after the bidder receives their award letter, the DNR must receive the performance and damage deposit and insurance certificate at the DNR’s Region Office. The Contract Manager specified in the contract may extend this time upon written request.

If the bidder fails to submit the above items within the time specified, the DNR may consider the contract award rejected, in which case the bidder will forfeit the bid deposit.
Right to Amend Invitation for Bid
The DNR reserves the right to amend this Invitation for Bid, in which case DNR will notify all known bidders prior to bid opening.

Registration with the Department of Enterprise Services WEBs system
All bidders must be registered with the Department of Enterprise Services “Washington Electronic Business Solution” (WEBs) system. Failure to register on WEBs may result in a disqualified bid. Please follow this link for more information on how to register: https://fortress.wa.gov/ga/webs/

Registration with the Office of Financial Management
Payments on this Invitation for Bid can only be paid out to contractors who are registered with the Office of Financial Management (OFM)
Please follow the link for instructions on how to register: http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx
or contact OFM at:
Statewide Payee Desk
P.O. Box 43113
Olympia, WA 98504-3113
Phone: 360-664-7779

Special Remarks

Special Notes regarding this contract:

- The term of this contract is from January 8, 2018 to April 30, 2018

- Unit # 26 may not be planted until 3/26/18 at the earliest. Contract manager will make the determination based on projected weather conditions at the time.

- No work allowed on the following state holidays (1/15/18 – MLK Holiday) or (2/19/18 – Presidents Day)

- Weekend work is not authorized on any units without advanced written authorization by Compliance Forester or Contract Manager

- Unit Access: Gate keys and vicinity/driving maps, temporary Discover Pass are available for pick-up at the Pacific Cascade Region Office.

- To access electronic unit and overview map files, CLICK HERE

- Hospitals: It is the contractor’s responsibility to identify appropriate hospitals for any emergency care required.
Pacific Cascade Region

Contract Number #1703 (DRAFT)

Contract Digest: TREE PLANTING & VEXAR® TUBING

- Definitions

SECTION I – CONTRACT CLAUSES
A. General Provisions
B. Specifications for the Activity
C. Compliance Inspection and Payments

SECTION II – MAPS AND UNIT INFORMATION
A. Unit Descriptions
B. Unit Maps
C. Vicinity Map
D. Map and Directions to Seedling Cooler

SECTION III – FORMS FOR BIDDER TO COMPLETE
A. Bid Form
B. Contractor’s Declaration of Industrial Insurance Status
C. Bidder Certifications and Assurances
D. Solicitation to Offer and Contract Award
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 (Section III-A).

‘Unit Bid Price’ is the rate per acre, or per 1000 Seedlings, written in the Unit Bid Price column of the Bid Form (Section III-A).

‘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 (Section III-A).

‘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 cashier's check made payable to the Washington State Department of Natural Resources, an irrevocable letter of credit, a performance bond, or a savings account assignment. A letter of credit must comply with Title 62A RCW, Article 5. Performance bonds
should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best’s Reports; any exception shall be reviewed and approved by DNR’s risk manager before the contract is accepted. This security guarantees performance of this contract and payment of any damages resulting from Contractor’s noncompliance with any contract provisions, negligent or imprudent actions, or the law. Performance security must remain in full force over the duration of the contract. In the event DNR needs to utilize the security, Contractor may be required to replace the portion(s) utilized within five (5) business days of receiving written notice from DNR. Contractor shall not operate unless the performance security has been accepted by DNR. If at any time DNR decides that the security document or amount has become unsatisfactory, Contractor agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to DNR or to supplement the amount of the existing security.

A-07 Contract Cancellation
The Region Manager reserves the right to cancel this contract at any time, in part or whole, without cause or consent from the Contractor. Contractor shall be paid only for Work performed satisfactorily prior to cancellation of the contract.

A-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
Contractor shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at DNR’s option.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best’s Reports. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.
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 DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, DNR shall be given ten (10) days advance notice of cancellation.

**B. Insurers subject to Chapter 48.15 RCW (surplus lines):** DNR shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, DNR shall be given ten (10) days advance notice of cancellation.

Before starting work, Contractor shall furnish DNR with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified and, if requested, copies of polices to DNR. The certificate of insurance shall reference the State of Washington, Department of Natural Resources, and the contract number 1703.

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

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

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

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

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

The limits of insurance, which may be increased by DNR, as deemed necessary, shall not be less than as follows:

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

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

**B. Employer’s Liability (“Stop Gap”) Insurance:** Contractor shall buy employer’s liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 for each accident for bodily injury by accident or $1,000,000 for each worker for bodily injury or disease.

**C. Business Auto Policy (BAP):** Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than $1,000,000 per accident. Such insurance shall cover liability arising out of “Any Auto.” Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a “covered pollution cost or expense” as provided in the 1990 or later editions of CA 00 01. Contractor waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

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

If Contractor fails to comply with all state of Washington workers’ compensation statutes and regulations and DNR incurs fines or is required by law to provide benefits to or obtain coverage for such workers, Contractor shall indemnify DNR, consistent with Clause A-11, above.

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

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

A-18 **Pre-Work Conference**
Contractor shall attend a Pre-Work Conference before beginning Work. The Compliance Forester will notify Contractor of the time and place of the Pre-Work Conference.

A-19 **Purpose of the Pre-Work Conference**
The purpose of the Pre-Work Conference is for DNR and Contractor to agree upon and document the following on the Pre-Work Conference Form:

A. Name(s) and contact information for Contractor and Designated Contract Representative(s), including all personnel authorized to sign Unit completion forms and payment invoices;

B. Names(s) and contact information for the Contract Manager and Compliance Forester(s);

C. The Work Schedule for this contract;

D. Time interval(s) at which Units will be processed for payment; and
E. Clarification of any unique requirements or conditions of the Work within this contract prior to commencing Work.

A-20 Work Delay
Contractor shall promptly notify the Compliance Forester of any actual or anticipated event which is delaying or could delay the Work, including the expected duration of the delay, the anticipated effect of the delay on the schedule, and the action being or to be taken to get back on schedule. The notification does not relieve Contractor of its obligation to complete the Work within the time required by this contract.

A-21 Non-conformances with Work Schedule
If Contractor is not in conformance with the Work Schedule for reasons other than acts of Force Majeure, Contractor shall bring its activities into conformance with the schedule or request the Compliance Forester to revise the schedule to reconcile with the actual progress of the Work. The Compliance Forester may require a meeting prior to granting a revision. A revision to the Work Schedule for one Unit shall not change the timing for any other Unit unless expressly authorized. In the event 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 1/8/2018 to 4/30/2018. The contract shall not be extended without written permission from the DNR Region Manager.
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 14 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 unless approved before transport by the compliance forester. 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 acre Unit Bid Price will be made based on the stock type of new Seedlings pursuant to the following schedule:

<table>
<thead>
<tr>
<th>Seedling Stock Type as Per Bid Invitation</th>
<th>Substitute Seedling Stock Type</th>
<th>Percent Unit Bid Price Adjustment</th>
</tr>
</thead>
</table>
| Washington State Department of Natural Resources ▪ Tree Planting Contract ▪ Contract # 1703 
Template Revised: 8/15/2013 | Washington State Department of Natural Resources ▪ Tree Planting Contract ▪ Contract # 1703 
Template Revised: 8/15/2013 | Washington State Department of Natural Resources ▪ Tree Planting Contract ▪ Contract # 1703 
Template Revised: 8/15/2013 |
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 six (6) 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. Starting Date for Work
Contractor shall begin Work by 1/22/18, unless alternative plans are approved by the Contract Manager, or the Compliance Forester anticipates Seedling supply issues (Clause B-03) or unfavorable weather conditions (Clause B-05).

C. Additional Holidays – Work Not Guaranteed
No work allowed on the following state holidays (1/15/18 – MLK Holiday) or (2/19/18 – Presidents Day)

D. Inspection Plots to be Installed by Contractor Foreperson
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.

E. Application of Vexar® Mesh Tubing
For the Seedling Species and Unit(s) identified in the Unit Description (Section II-A), Contractor shall install Vexar® mesh tubes, bamboo stakes, and zip ties to protect Seedlings from animal browse according to all of the requirements listed below.

1. Contractor shall install Vexar® tubes on Seedlings on the day of planting.
2. Slash, rocks, and other debris shall be removed around the Seedling so that the tubing will contact bare mineral soil.
3. Each Vexar® tube shall be installed vertically with two (2) bamboo stakes. Stakes shall be driven into the ground a minimum of twelve (12) inches into mineral soil on either side of the tube, so that it is centered over the Seedling. One stake shall be facing the prevailing wind, generally to the southwest.
4. Each stake shall be weaved through each Vexar® tube 3 times on the above-ground portion of the tube so that the lowest segment of the bamboo is on the outside of the tube (away from the seedling). All stakes must be installed with the thickest end into the ground.
5. All Vexar® tubes shall be installed so the base of each tube remains in contact with the ground around the entire perimeter of the tube.
6. Each Vexar® tube shall be fastened to the bamboo with one (1) zip tie to the lower half of one of the two stakes, immediately below a branch node.
7. Following application, each Vexar® tube shall be vertical and centered over the Seedling.
8. All materials shall be transported by Contractor from the tree cooler to the Unit(s).
9. Material specifications are as follows. All materials will be provided by DNR.
a. Vexar® tubes are five (5) inches in diameter and four (4) feet tall, and 120-150 come in each box.

b. Bamboo stakes are twelve to fourteen (12-14) millimeters thick and six (6) feet long, and 200-250 come packed per bale.

c. Zip ties are approximately three to five (3-5) inches long.

10. All labor to transport and install vexar tubes shall be accounted for in the bid form line for vexar tubing installation for the applicable unit. This will be the payment rate for vexar tubes installed to contract specifications.
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 (1/50th, 16.7 foot radius) and one one-hundredth (1/100th, 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 50 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: \[500 \div 50 = 10\]
- 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 acre 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 Example**

**Example A:** The Unit Bid Price is $40 per acre and the Seedling Planting Performance Rating is 87 percent.

The Seedling Planting Performance Rating of 87 percent is 5 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 15 percent. Therefore, 100 percent minus 15 percent equals 85 percent. The Rate of Pay for the Unit is calculated by multiplying 85 percent by $40/acre = $34.00/acre.

**Example B:** The Unit Bid Price is $65 per acre 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 $65/acre = $61.10/acre.

C-07 **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-08 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. L&I Insurance Premiums

DNR shall retain ten percent (10%) of all payments due to Contractors who hire workers as security for Labor & Industries industrial insurance premiums owed for its workers. After completion of the contract, and upon determination that Contractor has met all financial obligations for industrial insurance premiums related to the contract, the 10% retainage will be returned to Contractor.

B. Partial Payment

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

C. Unit Completion Form

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

D. Verification Traverse

If a Unit’s acreage is disputed, Contractor may request a verification traverse by DNR. The request must be in writing and signed by Contractor. DNR will base the rate of pay on the acres determined from the verification traverse. If the net acres specified in the Unit Description (Section II-A) are correct within plus or minus five percent (±5%) after the verification traverse, Contractor shall pay for the verification traverse at a rate of ten dollars ($10.00) per one hundred (100) feet of traversed boundary.
<table>
<thead>
<tr>
<th>Unit #</th>
<th>Work Area</th>
<th>Unit Name</th>
<th>Elevation (max. ft.)</th>
<th>Gate</th>
<th>Key</th>
<th>Interplant Unit</th>
<th>Acres to Plant</th>
<th>Target Spacing-Total Seedlings per Acre</th>
<th>Minimum Spacing (feet)</th>
<th>Maximum Seedlings per Inspection Plot</th>
<th>Seedlings Species</th>
<th>Stock Type</th>
<th># Vexar Tubes to Install</th>
<th># Bamboo Stakes to Install</th>
<th># Zip Ties to Install</th>
<th>Additional Requirements and Comments</th>
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### Section III-A: Unit Description Contract 1703

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<th>Unit Name</th>
<th>Elevation (max. ft.)</th>
<th>Gate Key</th>
<th>Interplant Unit</th>
<th>Acres to Plant</th>
<th>Target Spacing-Total Seedlings per Acre</th>
<th>Minimum Spacing (feet)</th>
<th>Maximum Seedlings per Inspection Plot</th>
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**Contract 1703 Totals:**

|                  | 1,515     | 520,690 | 1,650 | 3,300 | 1,650 |

**Additional Requirements:**

1. Contract Term for all units except #26 is: 1/8/2018 - 4/30/2018

2. Contract term for Unit #26 is: Between 3/26/2018 - 4/13/2018 (Planting date to be determined by contract manager based on current and projected weather conditions)

3. Unit #33 is an interplant. 3,500 trees to be planted across the unit where needed.

4. Minimum crew size is 10 planters on all units > 10 acres in size. If unit is < 10 acres in size the minimum crew size is 6 planters. Crew size requirements can be adjusted by CA on site.

5. A second English-speaking, non-planting crew supervisor is required at all times when more than 14 planters are working on the contract.

6. Please see above additional comments regarding road access to units #2, #3, and #22
UNIT MAP

Activity Type: Tree Planting
Work Unit: Lewis
Unit Name: P AND E 20 Sorts U2

Pacific Cascade Region
Treatment Acres: 77
Bid No. 1703
Unit No. 1

Washington State Department of Natural Resources ▪ Tree Planting Contract ▪ Contract # 1703
Template Revised: 8/15/2013
UNIT MAP

Activity Type: Tree Planting  Pacific Cascade Region  Bid No. 1703
Work Unit: Lewis  Treatment Acres: 83  Unit No. 2
Unit Name: Jade U-1

ATV OR DRY WEATHER ONLY

JADE U-1
62589

JADE U-2
61651

State

Private

T13R07W

19

18

17

LW-340

LW-300

LW-340

LW-320

LW-320

JADE U-1

62589

LW-321

LW-322

LW-322

LW-323

LW-323

LW-340

LW-1500

LW-321

LW-321

LW-323

LW-323

LW-340

LW-1500

JADE U-2

61651

1:9,000

40' Contours

Streams

Unit Boundary

Treatment Area

Vexar Tube Area

DNR Managed Lands

Existing Roads

Non-Driveable Access

40' Contours

Leave Tree Area

Leave Trees

Gate

Tank Trap

Earth Barrier

Other Barrier

Trails

Minimum Elevation: 249

Maximum Elevation: 649

Gate: Yes

Key: PCP1-1

Vexar:
UNIT MAP

Activity Type: Tree Planting
Work Unit: Lewis
Unit Name: Springboard U2

Pacific Cascade Region
Treatment Acres: 31
Bid No. 1703
Unit No. 5

Washington State Department of Natural Resources ▪ Tree Planting Contract ▪ Contract # 1703 
Template Revised: 8/15/2013
UNIT MAP

Activity Type: Tree Planting

Work Unit: Lewis

Unit Name: Russian Moon U1

Russian Moon U1

62259

Russian Moon U2

47339

State

T13R06W

T12R06W

T12R07W

31

6

1

HM-1500

HM Mainline

HM-1400

HM-1510

RUSSIAN MOON U1

62259

RUSSIAN MOON U2

47339

T13R06W

T12R06W

31

6

1

HM Mainline

State

Minimum Elevation: 488

Maximum Elevation: 848

Gate: Yes

Key: PCP1-1

Vexar:

Washington State Department of Natural Resources • Tree Planting Contract • Contract # 1703
Template Revised: 8/15/2013
UNIT MAP

Activity Type: Tree Planting
Work Unit: Lewis
Unit Name: Russian Moon U3

Pacific Cascade Region
Treatment Acres: 29
Unit No. 8

Bid No. 1703

Washington State Department of Natural Resources ▪ Tree Planting Contract ▪ Contract # 1703 ▪ Template Revised: 8/15/2013
UNIT MAP

Activity Type: Tree Planting
Work Unit: Lewis
Unit Name: McWalville U1

Pacific Cascade Region
Treatment Acres: 20

Bid No. 1703
Unit No. 9

Washington State Department of Natural Resources ▪ Tree Planting Contract ▪ Contract # 1703
Template Revised: 8/15/2013

Minimum Elevation: 598
Maximum Elevation: 826
Gate: Yes
Key: PCP1-1
Vexar:
UNIT MAP

Activity Type: Tree Planting
Work Unit: Lewis
Unit Name: McWalville U2

Pacific Cascade Region
Treatment Acres: 66
Unit No. 10

Bid No. 1703

Washington State Department of Natural Resources • Tree Planting Contract • Contract # 1703
Template Revised: 8/15/2013
UNIT MAP

Activity Type: Tree Planting  Pacific Cascade Region  Bid No. 1703
Work Unit: Lewis  Treatment Acres: 36  Unit No. 11
Unit Name: Davis North U1

Washington State Department of Natural Resources • Tree Planting Contract • Contract # 1703
Template Revised: 8/15/2013
UNIT MAP

Activity Type: Tree Planting
Work Unit: Lewis
Unit Name: Davis North U2

Pacific Cascade Region
Treatment Acres: 26
Unit No. 12

Bid No. 1703

Key:
- Tree Planting Contract
- Contract # 1703
- Template Revised: 8/15/2013

Washington State Department of Natural Resources • Tree Planting Contract • Contract # 1703
Template Revised: 8/15/2013
Activity Type: Tree Planting
Work Unit: Lewis
Unit Name: Davis North U3

State Private
T16R05W
T15R05W
33
4
32

DAVIS NORTH U3
84014

T16R05W

V-1000
V-1020
3

Black Widow U3
89371

V-1800
V-1810

UNIT MAP

Treatment Area
Non-Driveable Access
Existing Roads
DNR Managed Lands
Vexar Tube Area
Leave Tree Area
Leave Trees
Earth Barrier
Other Barrier
Trails

1:6,000

Streams
40° Contours
Gate
Tank Trap
Pink Flagging

Minimum Elevation: 298
Maximum Elevation: 770
Gate: Yes
Key: PCP1-1

Washington State Department of Natural Resources • Tree Planting Contract • Contract # 1703
Template Revised: 8/15/2013

37
UNIT MAP

Activity Type: Tree Planting  Pacffic Cascade Region  Bid No. 1703
Work Unit: Lewis  Treatment Acres: 89  Unit No. 14
Unit Name: Black Widow U1

Washington State Department of Natural Resources ▪ Tree Planting Contract ▪ Contract # 1703
Template Revised: 8/15/2013
UNIT MAP

Activity Type: Tree Planting

Work Unit: Lewis

Unit Name: Black Widow U2

Treatment Area

Existing Roads

Non-Driveable Access

State T16R05W

V-Line

V-0700

V-0850

V-0840

29

32

33

89093

Black Widow U2

40' Contours

1:8,000

Streams

Gate

Tank Trap

Earth Barrier

Other Barrier

Trails

Leave Tree Area

Leave Trees

Pink Flagging

Minimum Elevation: 291

Maximum Elevation: 774

Gate: Yes

Key: PCP1-1

Vexar:
Activity Type: Tree Planting

Work Unit: Lewis

Unit Name: Black Widow U3

Treatment Area

Existing Roads

Non-Driveable Access

Streams

Gate

Tank Trap

Earth Barrier

Other Barrier

Trails

Gate: Yes

Minimum Elevation: 266

Maximum Elevation: 645

Key: PCP1-1

Vexar:
UNIT MAP

Activity Type: Tree Planting
Work Unit: Lewis
Unit Name: Tarantula U1

Pacific Cascade Region
Treatment Acres: 45
Bid No. 1703
Unit No. 17

Washington State Department of Natural Resources • Tree Planting Contract • Contract # 1703
Template Revised: 8/15/2013

- Washington State Department of Natural Resources ▪ Tree Planting Contract ▪ Contract # 1703 ▪ Template Revised: 8/15/2013
UNIT MAP

Activity Type: Tree Planting  Pacific Cascade Region  Bid No. 1703
Work Unit: Lewis  Treatment Acres: 70  Unit No. 20
Unit Name: Galway U1

Washington State Department of Natural Resources • Tree Planting Contract • Contract # 1703
Template Revised: 8/15/2013
UNIT MAP

Activity Type: Tree Planting  
Work Unit: Lewis  
Unit Name: Galway U2

Pacific Cascade Region  
Treatment Acres: 63  
Unit No. 21

Bid No. 1703

Washington State Department of Natural Resources • Tree Planting Contract • Contract # 1703
Template Revised: 8/15/2013
UNIT MAP

Activity Type: Tree Planting
Work Unit: Lewis
Unit Name: Nashville Thin U5

Pacific Cascade Region
Treatment Acres: 34
Unit No. 22

Bid No. 1703

Washington State Department of Natural Resources • Tree Planting Contract • Contract # 1703
Template Revised: 8/15/2013
UNIT MAP

Activity Type: Tree Planting
Work Unit: Lewis
Unit Name: Native Dancer U1B

Pacific Cascade Region
Treatment Acres: 1
Unit No. 25

Bid No. 1703

Washington State Department of Natural Resources • Tree Planting Contract • Contract # 1703
Template Revised: 8/15/2013
UNIT MAP

Activity Type: Tree Planting

Work Unit: Lewis

Unit Name: Birdstone U4

Pacific Cascade Region

Treatment Acres: 31

Bid No. 1703

Unit No. 28

---

Washington State Department of Natural Resources • Tree Planting Contract • Contract # 1703
Template Revised: 8/15/2013
UNIT MAP

Activity Type: Tree Planting
Work Unit: Lewis
Unit Name: Showjumper U2

Pacific Cascade Region
Treatment Acres: 21
Unit No. 30
Bid No. 1703

State
T14R04W

11 SHOWJUMPER U1 20956
12

14 T14R04W

13

SHOWJUMPER U2 92085

Washington State Department of Natural Resources ▪ Tree Planting Contract ▪ Contract # 1703
Template Revised: 8/15/2013
UNIT MAP

Activity Type: Tree Planting
Work Unit: Lewis
Unit Name: WMZ_Native Dancer

Pacific Cascade Region
Treatment Acres: 5
Unit No. 32

Bid No. 1703

Washington State Department of Natural Resources • Tree Planting Contract • Contract # 1703
Template Revised: 8/15/2013

5 Acres
100/AC WRC
100/AC WH
25/AC GF

T14R03W State 18

NATIVE DANCER U1A 20127

NATIVE DANCER U1B 90929

WMZ_NATIVE DANCER 90891

5 Acres
100/AC WRC
100/AC WH
25/AC GF

56
UNIT MAP

Activity Type: Tree Planting
Work Unit: Lewis
Unit Name: Globe VRH U8

Pacific Cascade Region
Treatment Acres: 28
Unit No. 33

Bid No. 1703

Washington State Department of Natural Resources • Tree Planting Contract • Contract # 1703
Template Revised: 8/15/2013
INSTRUCTIONS: Bids should include all costs related to the completion of the Work. A Unit Bid Price and a Unit Total must be entered for all of the Units in the Contract. Each Unit Total is calculated by multiplying the Unit Bid Price (Per Acre) by the Unit Acres. All Unit Totals for the Contract must be summed and entered as the Contract Price. In the event of a difference between the sum of all Unit Totals and the Contract Price, the individual Unit Totals shall prevail. All Bid Forms must be signed in ink. If the bid is made by a corporation, it shall be signed by the corporation’s authorized designee. Incomplete or unsigned bids may be rejected.

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 the Invitation to Bid on Contract Number 1703.

Note: DO NOT populate solid gray blocks

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<tr>
<th>Unit No.</th>
<th>Unit Name</th>
<th>Unit Acres</th>
<th>Unit Bid Price (Per Acre)</th>
<th># Vexar Tubes To Install</th>
<th>Unit Bid Price (PER TUBE) INSTALLATION</th>
<th>*Unit Total</th>
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**CONTRACT PRICE:** $1,515
Bidder’s Name and Address: _______________________________________________________

Signature __________________________ Title __________________________ Company _______________________

Note: Detach and return this Section as per Invitation to Bid.
SECTION III-B: CONTRACTOR'S DECLARATION OF INDUSTRIAL INSURANCE STATUS

INVITATION TO BID ON CONTRACT NUMBER 1703
(For Bidder Use Only)

The undersigned represents that they operate as an individual, as a partnership, or as a corporation incorporated in the State of________________________. The undersigned further certifies that they will not be assisted by other individuals in the performance of this Contract.

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

Bidder’s Name ____________________________  Labor & Industries Account # ____________________________
Signature __________________________________  Washington Business License # ____________________________
Title _____________________________________  Additional Signatures ________________________________
Address ___________________________________  ______________________________________________________
City and State ______________________________  ______________________________________________________
Business Phone ______________________________  ______________________________________________________
Home Phone _________________________________  ______________________________________________________
Email ______________________________________  ______________________________________________________

To whom it may concern:

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

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

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

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

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

The law also provides that any agency or firm that lets a contract is liable for payment of industrial insurance premiums should the Contractor fail to do so. The agency or firm may also withhold money due the Contractor to insure payment of premium. Consequently, failure to comply with the above requirements could delay payment of retained funds.

NOTE: Return one (1) copy of this form with each Bid Form (Section III-A) as per the Invitation to Bid.
SECTION III-C: BIDDER CERTIFICATIONS AND ASSURANCES
Invitation for Bid on Tree Planting #1703

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

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

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

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

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

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

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

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

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

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

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

Bidder’s Signature            Date

Bidder’s Printed Name and Title
SECTION III-C: BIDDER CERTIFICATIONS AND ASSURANCES

RESPONSIBLE BIDDER CRITERIA – WAGE LAW COMPLIANCE

WASHINGTON STATE PROCUREMENT OF GOODS & SERVICES CONTRACTS

Prior to awarding a contract, agencies are required to determine that a bidder is a ‘responsible bidder.’ See RCW 39.26.160(2) and (4). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the contractor has not willfully violated Washington’s wage laws. See Chap. 258, 2017 Laws (enacting SSB5301).

SOLICITATION DATE: Month____, Day____, Year____

I hereby certify, on behalf of the firm identified below, as follows (check one):

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

OR

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

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

SIGNATURE OF AUTHORIZED PERSON DATE SIGNED

PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM

TITLE OF PERSON SIGNING CERTIFICATE

PRINT COUNTY AND STATE WHERE SIGNED

Return this contractor certification to the solicitation coordinator listed in the solicitation document.
SECTION III-D: SOLICITATION TO OFFER AND CONTRACT AWARD

SOLICITATION TO OFFER (For Bidder Use Only)

On condition of a Contract award for the Contract Price, the undersigned hereby offers and agrees to furnish services in compliance with all terms, conditions, and specifications of the Invitation to Bid on Contract Number 1703. Submittal of this offer with authorized signature constitutes complete understanding of all terms and conditions. Further, submittal of this offer constitutes acceptance of and agreement to comply with all terms and conditions of the Contract if awarded, and verifies that all services will be available throughout the period of the Contract.

__________________________________________________________________________
(bidder’s name)
__________________________________________________________________________
(address)
__________________________________________________________________________
(city) (state) (zip)
__________________________________________________________________________
(ubi no.)
__________________________________________________________________________
(i & l industrial insurance account no.)
__________________________________________________________________________
(farm labor contractor license no.)
__________________________________________________________________________
(federal i.d. no. or social security no.)

by: __________________________

(signature) (date)

(typed or printed name)

(title)

(phone no.)

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

Contract Number 1703, is hereby awarded to __________________________

State of Washington,
Department of Natural Resources

by: __________________________

(signature) (date)

eric wish
pacific cascade region manager

note: return one (1) copy of this form with each bid form (section iii-a) as per the invitation to bid.
CHEHALIS WORK CENTER & TREE COOLER
1405 Rush Road – Chehalis

**Coming South on I-5 take exit 72**, turn left at stop sign, and go under freeway. The next stop sign you will be facing (Ramblin Jack’s Ribeye Restaurant) take another left and go ¼ mile up the road the work center will be on your left.

**Coming North on I-5 take exit 72**, turn right at stop sign. The next stop sign you will be facing (Ramblin Jack’s Ribeye Restaurant) take a left go ¼ mile up the road the work center will be on your left.