INVITATION FOR BID (IFB) #1771
Hand Cutting Contract
Pacific Cascade Region

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

BID PROCEDURES

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

The Bid Coordinator for this solicitation is:
Jared Larwick, Pacific Cascade Region Intensive Management Forest
360.635.1338
Jared.larwick@dnr.wa.gov

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

Bids will be accepted until 9:00 AM, (PST), on April 10, 2019, at the address listed in the Bid Contents Section of this IFB.

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

Individuals who wish to request special accommodations for the bid submission process or bid opening (e.g., sign language, interpreters, Braille, etc.) should contact the Bid Coordinator.
Bid Contents
Each bid shall include all of the following items; including the signature of the individual within the organization authorized to bind the Bidder to the offer:

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

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

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

All documents must be legible and properly completed.

Each bid envelope should be prepared in the following manner:

Mailing address:
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: Hand Cutting
Invitation to Bid #1771
Bidders mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the Bid Coordinator. Bidders assume the risk for the method of delivery chosen. The DNR assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using facsimile transmission or email. Any direct hand deliveries of Bid Documents should be sealed and prepared as described above, and delivered to the DNR Region Office during regular business hours (Monday through Friday 8:00am-4:30pm).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Debriefing of Unsuccessful Bidders
Any bidder who has submitted a bid and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the Bid Coordinator within three (3) business days after the Unsuccessful Bidder Notification is initially sent to the bidder (whether via e-mail, fax, or other method). The Bid Coordinator must receive debriefing requests no later than 4:00 PM, local time, on the third business day following the transmittal of the Unsuccessful Bidder Notification. The debriefing must be held within three (3) business days of the request and may be conducted in person or on the telephone.

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

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

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

Protest Procedure
Protests may be made only by bidders who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the bidder is allowed five (5) business days to file a protest of the acquisition with the Bid Coordinator. The Bid Coordinator must receive protests no later than 4:00 PM, local time, on the fifth business day following the debriefing. All protests must be in writing via email, addressed to the Bid Coordinator, by the protesting party or an authorized Agent. The protest must state the invitation for bid (IFB) number, the grounds for the protest with facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.
Bidders protesting this procurement shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this procurement.

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

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

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

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

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

**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 close of the solicitation acceptance period</td>
</tr>
<tr>
<td>Bid evaluations</td>
<td>Following the bid response date/time</td>
</tr>
<tr>
<td>Announce “Lowest Responsive and Responsible Bidder” and send notifications to unsuccessful bidders</td>
<td>Within 5 business days following the conclusion of bid evaluation period</td>
</tr>
<tr>
<td>Period for requesting a debriefing conference</td>
<td>Between transmittal of notifications to unsuccessful bidders and the end of the fourth business day following transmittal</td>
</tr>
<tr>
<td>Debriefing conference</td>
<td>Within 3 business days of DNR's receiving of the debriefing request</td>
</tr>
<tr>
<td>Protest submission period</td>
<td>Within 5 business days of the debriefing conference</td>
</tr>
<tr>
<td>Final determination of protest</td>
<td>Within 5 business days of DNR's receiving of a protest</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------------------------------------------------</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 (5) business days after the bidder receives their award letter, DNR must receive an insurance certificate and other required documentation at the DNR office responsible for managing the contract. The Contract Manager, specified at the Pre-Work Conference, may extend this time upon written request.

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

**Right to Amend Invitation for Bid**

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

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

All bidders must be registered with the Department of Enterprise Services “Washington Electronic Business Solution” (WEBs) system. Failure to register on WEBs may result in a disqualified bid. Please follow this link for more information on how to register [https://fortress.wa.gov/ga/webs/](https://fortress.wa.gov/ga/webs/)
Registration with the Statewide Payee Desk
Payments on this Invitation for Bid can only be paid out to contractors who are registered with the State of Washington Statewide Payee Desk. Please follow the link for instructions on how to register http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx

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

Special Remarks
- Term of contract: 4/29/19 – 6/28/19
- Timing Restrictions: No work will be allowed on weekends or the following state Holidays without written approval by the Compliance Forester.
- **No work on 5/27/19 (Memorial Day)**
- Access: Please note any listed walk-in units or closed/block roads on the unit maps and unit description. Bidders are encouraged to preview the work units prior to bidding to verify access and conditions.
- PCP1-1 Key, temporary Discover Pass, and large vicinity maps with highlighted routes are available for pick up at the Pacific Cascade Region office prior to previewing units.
  - Units #3,#4,#5,#6 may not be viewable due to snow conditions.
- 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. The following is a courtesy list and should be verified by any potential contractor.

<table>
<thead>
<tr>
<th>HOSPITAL NAME</th>
<th>ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>PHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legacy Salmon Creek Hospital</td>
<td>2211 NE 139th Street</td>
<td>Vancouver</td>
<td>WA</td>
<td>360.487.1000</td>
</tr>
<tr>
<td>Oregon Health &amp; Science University</td>
<td>3181 SW Sam Jackson Park Road</td>
<td>Portland</td>
<td>OR</td>
<td>503.494.7551</td>
</tr>
<tr>
<td>Hospital</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>St. Johns Medical Center</td>
<td>1615 Delaware Street</td>
<td>Longview</td>
<td>WA</td>
<td>360.414.2000</td>
</tr>
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<td>ER</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>360.636.4818</td>
</tr>
<tr>
<td>Grays Harbor Community Hospital</td>
<td>915 Anderson Drive</td>
<td>Aberdeen</td>
<td>WA</td>
<td>360.532.8330</td>
</tr>
<tr>
<td>Providence Centralia Hospital</td>
<td>914 S Scheuber Road</td>
<td>Centrilia</td>
<td>WA</td>
<td>360.330.8516</td>
</tr>
<tr>
<td>Willapa Harbor Hospital</td>
<td>800 Alder Street</td>
<td>South Bend</td>
<td>WA</td>
<td>360.875.5526</td>
</tr>
<tr>
<td>Providence St. Peter Hospital</td>
<td>413 Lily Road NE</td>
<td>Olympia</td>
<td>WA</td>
<td>360.493.7289</td>
</tr>
<tr>
<td>Morton General Hospital</td>
<td>521 Adams Avenue</td>
<td>Morton</td>
<td>WA</td>
<td>360.496.5112</td>
</tr>
<tr>
<td>Harbor View Medical Center</td>
<td>325 9th Avenue</td>
<td>Seattle</td>
<td>WA</td>
<td>206-744-3000</td>
</tr>
</tbody>
</table>
EXHIBIT 2: Bid Documents
EXHIBIT 2-A: FORMS CHECKLIST

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

- Bidder Information - (Exhibit 2-B)
- Bidder Certifications and Assurances (Exhibit 2-C)
- Contractor Certification (Exhibit 2-D)
- Bidder References - (Exhibit 2-E)
- Contractor’s Declaration of Industrial Insurance - (Exhibit 2-F)
- Solicitation to Offer and Contract Award - (Exhibit 2-G)
- Bid Form - (Exhibit 2-H)
# EXHIBIT 2-B: BIDDER INFORMATION

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

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

________________________________________________________

Authorized Representative Signature and Date
EXHIBIT 2-C: BIDDER CERTIFICATIONS AND ASSURANCES

INVITATION FOR BID (IFB) # 1771:
Hand Cutting Contract

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

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

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

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

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

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

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

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

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

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

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

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

________________________________________  ____________
Bidder’s Signature                      Date

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

WASHINGTON STATE PROCUREMENT OF GOODS & SERVICES CONTRACTS

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

SOLICITATION DATE: Month 03, Day 12, Year 2019

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

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

OR

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

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

PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID

SIGNATURE OF AUTHORIZED PERSON

DATE SIGNED

PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM

TITLE OF PERSON SIGNING CERTIFICATE

PRINT COUNTY AND STATE WHERE SIGNED

Return this contractor certification to the solicitation coordinator listed in the solicitation document.
**EXHIBIT 2-E: BIDDER REFERENCES**

**INVITATION FOR BID (IFB) #1771**

**PACIFIC CASCADE REGION HAND CUTTING CONTRACT**

Bidder shall furnish a minimum of one reference that bid evaluators can check in order to assure the Bidder is capable of performing the work described in Exhibit 1 – Draft Contract with a high level of quality and professionalism. A reference can be either 1) identifying information for a DNR silviculture contract completed in the past 2 years where the Bidder performed work similar to that described in Exhibit 1 – Draft Contract, and/or 2) contact information for a landowner the Bidder has recently completed work similar to that described in Exhibit 1 – Draft Contract. Bid evaluators will refer to past DNR silviculture contract performance reviews and information obtained through reference checks with other landowners in the bid scoring process. Failure to submit references will result in the bid packet being rejected.

**NAME OF FIRM SUBMITTING BID for whom this reference applies:** _______________________________________

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

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

<table>
<thead>
<tr>
<th>Contract #:</th>
<th>Contract #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>DNR region:</td>
<td>DNR region:</td>
</tr>
<tr>
<td>Type of Services Performed:</td>
<td>Type of work:</td>
</tr>
</tbody>
</table>

Contact information and description of services provided for up to three (3) other landowners where the Bidder has recently completed similar types of work.

<table>
<thead>
<tr>
<th>Contact Name of Reference #1:</th>
<th>Contact's E-mail:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact's Phone Number:</td>
<td>Name of Bidder’s lead ‘foreperson’ who is known to this Reference:</td>
</tr>
<tr>
<td>Time Frame of Services Provided:</td>
<td>Budget for Services Performed by Bidder:</td>
</tr>
<tr>
<td>Type of Services Performed:</td>
<td>(This space reserved for AGENCY use)</td>
</tr>
</tbody>
</table>
EXHIBIT 2-E BIDDER REFERENCES (continued)

<table>
<thead>
<tr>
<th>Contact Name of Reference #2:</th>
<th>Contact's E-mail:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact's Phone Number:</td>
<td>Name of Bidder’s lead ‘foreperson’ who is known to this Reference:</td>
</tr>
<tr>
<td>Time Frame of Services Provided:</td>
<td>Budget for Services Performed by Bidder:</td>
</tr>
<tr>
<td>Type of Services Performed:</td>
<td></td>
</tr>
</tbody>
</table>

(This space reserved for AGENCY use)

<table>
<thead>
<tr>
<th>Contact Name of Reference #3:</th>
<th>Contact's E-mail:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact's Phone Number:</td>
<td>Name of Bidder’s lead ‘foreperson’ who is known to this Reference:</td>
</tr>
<tr>
<td>Time Frame of Services Provided:</td>
<td>Budget for Services Performed by Bidder:</td>
</tr>
<tr>
<td>Type of Services Performed:</td>
<td></td>
</tr>
</tbody>
</table>

(This space reserved for AGENCY use)
EXHIBIT 2-F: CONTRACTOR'S DECLARATION OF INDUSTRIAL INSURANCE STATUS

INVITATION TO BID NUMBER 1771
(For Bidder Use Only)

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

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

Bidder’s Name ___________________________  Labor & Industries Account # ___________________________

Signature ________________________________  Washington Business License # ___________________________

Title _________________________________  Additional Signatures _______________________________

Address __________________________________________________________

City and State __________________________

Business Phone ________________ __________________________

Home Phone ________________ __________________________

Email Address __________________________

To whom it may concern:

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

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

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

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

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

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

SOLICITATION TO OFFER (For Bidder Use Only)

On condition of a bid award for the Bid Price, the undersigned hereby offers and agrees to furnish services in compliance with all terms, conditions, and specifications of Invitation to Bid #1771. Submittal of this offer with authorized signature constitutes complete understanding of all terms and conditions. Further, submittal of this offer constitutes acceptance of and agreement to comply with all terms and conditions of the contract if awarded, and verifies that all services will be available throughout the period of the contract.

__________________________
(Bidder’s Name)

__________________________
(Address)

__________________________
(City)   (State)   (Zip)

__________________________
(UBI No.)

By:   ______________________
(Signature)   (Date)

__________________________
(L & I Industrial Insurance Account No.)

__________________________
(Farm Labor Contractor License No.)

__________________________
(Federal I.D. No.)

__________________________
(E-mail address)

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

Invitation to Bid #1771 is hereby awarded to __________________

State of Washington,
Department of Natural Resources

By:   ______________________
(Signature)   (Date)

Eric Wisch, Pacific Cascade Region Manager

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

**Invitation to Bid # 1771**  
Hand Cutting Contract

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

At the following rates, the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of Invitation to Bid #1771.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Item Name</th>
<th>Acres</th>
<th>Bid Price Per Acre</th>
<th>Item Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SAWZALL U 1</td>
<td>58</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>SAWZALL U-2</td>
<td>46</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>TULSA U1</td>
<td>38</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>TULSA U2</td>
<td>19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>TULSA U3</td>
<td>18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>RIBEYE U5</td>
<td>58</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Acres:</strong></td>
<td><strong>237</strong></td>
<td></td>
<td></td>
<td><strong>Total Bid Price:</strong></td>
</tr>
</tbody>
</table>

*refer to Section II of the draft contract (Exhibit 1) for more information on treatment

Bidder’s Name:

Signature:______________________________________

Title: __________________________________________

Company: _______________________________________

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

HAND CUTTING
Contract Number # 1771

Contract Digest: Release Hand Cutting

- Definitions

SECTION I – CONTRACT CLAUSES

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

SECTION II – MAPS AND UNIT INFORMATION

A. Unit Descriptions
B. Unit Maps
C. Vicinity Map

SECTION III – CONTRACT SIGNATURES PAGE
DEFINITIONS

‘Compliance Forester(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.

‘Conifer’ means a tree that is a Douglas-fir, true fir, pine, hemlock, spruce, or cedar.

‘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.

‘Hardwood’ means any tree or tall shrub with broad leaves. Examples include alder, elderberry, bigleaf maple, vine maple, madrone, cottonwood, cherry, and willow.

‘Inspection Plot’ is a systematic field measurement used by the Compliance Forester to assess and rate Contractor performance.

‘Leader’ is the topmost shoot of a tree. While some trees may have multiple tops, the ‘Leader’ is the tallest and most dominant.

‘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.

‘Severely Suppressed Conifer’ means a Conifer which is unlikely to respond to release treatment or likely to be damaged during the felling of Hardwood trees less than 5” dbh. These typically are found under a heavy canopy of Hardwood trees and are less than half the height the Hardwood trees, and are often spindly, sparsely needled, and leaning. Douglas-fir, true fir, or white pine with drooping or bending stems (other than fresh new growth) should be considered ‘Severely Suppressed’.

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

‘Work Schedule’ means the approved 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.

‘Woody Shrub’ means any woody plant with broad leaves greater than 4 feet tall. Examples include; vine maple, scotch broom, hazel nut, elder berry, salmon berry and black berry.
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 Chapter 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 1771, Attn: Jared Larwick Reforestation Coordinator.

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.

**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 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 **Fire Extinguishers**  
Personal fire extinguishers are required for each saw operator. A fire waiver may be granted by the DNR’s Region Fire Control Manager. If a fire waiver is granted, Contractor shall abide by the provisions of the waiver.

A-27 **Spark Arresters**  
All of Contractor’s spark emitting engines will be equipped with spark arresters. The lists adopted by the agency are from the National Wildfire Coordinating Group (NWCG):  
[NWCG approved spark arrestor lists](#)

A-28 **Inspection**  
DNR may inspect the Units for adherence to regulations, as well as presence, functionality, and serviceability of fire tools. Any inspections by DNR shall not limit Contractor’s liability for failure to adhere to applicable regulations.

A-29 **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-30 **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-31 **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-32 **Camping**  
Contractor is prohibited from using or authorizing its workers to camp on DNR managed lands outside of designated camp grounds.

A-33 **Abbreviations**  
The following Seedling species abbreviations will be used:  
AF = Supalpine fir;  
AS = Quaking aspen;  
BC = Black cottonwood;  
DF = Douglas-fir;  
GF = Grand fir;  
LP = lodgepole pine;  
MA = Bigleaf maple;  
MH = Mountain hemlock;  
NF = Noble fir;  
PP = Ponderosa pine;  
RA = Red alder;  
RC = Western redecedar;  
SF = Pacific silver fir;  
SS = Sitka spruce;  
WH = Western hemlock;  
WL = Western larch;  
WO = Willow;  
WP = Western white pine;  
YC = Alaska yellow cedar.

A-34 **Term of Contract**  
The term of this contract is from 4/29/19 – 6/28/19. The contract shall not be extended without written permission from the DNR Region Manager.
SECTION I-B: SPECIFICATIONS FOR THE ACTIVITY

B-01 Precedence between Sections
Section I-B covers the general standards that apply over the whole contract. If a change is required on a site by site basis those differences will be outlined on the Unit Description Form (Section III-A). The site specific details found on the Unit Description Form should take precedence over these general guidelines when they exist. If special requirements noted in the Unit Description (Section II-A) conflict with requirements in this Section, the special requirements will prevail.

B-02 Workers, Supervision, and Equipment
Contractor shall provide:
A. A minimum crew size of 8 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, English speaking foreperson per crew, unless otherwise allowed by the Compliance Forester. The foreperson must have one season (at least three (3) months) of hand cutting experience in a forest setting. Documentation of a foreperson’s experience shall be provided to DNR upon request; and

B-03 Boundaries
The boundaries depicted on Unit Map (Section II-B) delineate the Work area. Contractor is responsible for completing all Work to boundaries. The Work 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.

B-04 Treatment Specifications
Contractor shall accomplish all of the following:
A. Sever and fell all Hardwood trees greater than two (2) feet tall that are within fifteen (15) feet of Conifers that are not Severely Suppressed; or RA with a DBH greater than five (5) inches and 1.5x height of adjacent conifer and free of defect.

B. Sever and fell all woody shrubs greater than four (4) feet tall that are within eight (8) feet of Conifers that are not Severely Suppressed.

C. Sever main stems or sprouts of shrubs, brush, Hardwood trees and living stump sprouts no closer than four (4) inches but not further than twelve (12) inches from their point of origin. Sever all live limbs and branches on the remaining stump at their point of origin.

D. Refrain from physical damage to Conifers on the Unit while severing and felling shrubs, brush, and Hardwood trees.

E. Girdle any Hardwood tree except RA with a DBH greater than five (5) inches by removing the bark from the main stem in a two (2) inch wide band completely around the stem below the lowest live branch.
F. Refrain from pruning or otherwise damaging Conifer trees while cutting Hardwoods.

G. Refrain from leaving any Hardwoods in contact with the top one-half (1/2) of any Conifer after cutting. Refrain from bending or damaging Conifer Leaders when felling Hardwoods.

H. Where no Conifers or only Severely Suppressed Conifers exist, leave Hardwoods in twelve (12) foot by twelve (12) foot spacing. Red alder is the preferred Hardwood tree to be left when hand cutting is implemented, followed by bigleaf maple. Contractor shall select the largest, best-formed Hardwood trees to be left. If bigleaf maple clumps are left in Hardwood thinning areas, only 2 (two) or less stems shall be left on each clump.

**B-05 General Specifications**
Contractor shall accomplish all of the following:

A. Keep all roads free of debris and slash for a distance of ten (10) feet from each side of road.

B. Immediately remove any debris or soil deposited in ditches, culverts, or roadways.

C. Refrain from activities that will result in excessive deterioration of ditches, culverts, or roadways.

D. Preserve any legal land subdivision survey corners and/or witness objects. If Contractor destroys or disturbs such monuments, DNR will utilize a licensed land surveyor to re-establish any affected survey corners and/or witness objects in accordance with the U.S. General Land Office Standards at Contractor’s expense.

E. Refrain from damaging fences or any other improvements adjacent to or within the Unit during hand cutting work. Any such damage will be repaired at Contractor’s expense. Contractor shall remove any slash that falls onto lands not owned by the State and distribute it back into the Unit.

F. Refrain from reopening blocked roads without prior written approval from the DNR.

**B-06 Special Contract Requirements**

A. **Starting Date for Work**
Contractor shall begin Work by 5/13/19, unless alternative plans are approved by the Contract Manager.

B. **Additional Holidays – Work Not Guaranteed**
Designated Additional Holiday during the contract period (Memorial Day 5/27/19)
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 release hand cutting 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 establish inspection plots to determine the Contractor’s Unit Performance Rating (Clause C-05). 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. The Unit Performance Rating will be determined from a minimum sample of five (5) plots, or two (2) plots for every five (5) acres of Unit, whichever is greater. In large Units a maximum of 40 plots will be used to determine compliance percentage. The inspection plots will be well distributed over the Unit. The Compliance Forester will examine each inspection plot.

C-03 Inspection Procedures
The compliance forester will use the following procedures on each inspection plot:

A. Total Number of Trees
The number of Conifer trees within the plot will be determined. This number will serve as the total number of trees.

B. Deductions
The following deductions will be counted:
- The number of Hardwoods incorrectly cut within the plot;
- The number of Hardwood trees in contact with Conifer trees;
- The number of damaged Conifers.

C. Compliance Percentage
Compliance percentage on each plot will be determined by dividing the total number of Conifer trees minus the sum of incorrectly cut trees, Hardwoods in contact with Conifer trees, and damaged Conifers by the total number of trees and multiplying times 100. Compliance percentages calculated below 0 percent will be assigned a value of 0 percent.

\[
\text{Compliance percentage} = \frac{\text{Total number of trees} - \text{All deductions}}{\text{Total number of trees}} \times 100
\]

D. Inspection plots with no Conifer or only Severely Suppressed Conifers
Where inspection plots with no or only Severely Suppressed Conifers are found, the plot percentage will be determined based on the correct thinning of existing Hardwood trees. If the inspection plot is fully stocked with Hardwood trees, treated plots with five to seven (5-7) trees will be assigned a value of 100 percent. Those with 8 will be assigned a value of 95 percent. Plots with 4 or 9 will be assigned a value of 90 percent. Plots with 10 will be assigned a value of 80 percent. Plots with less than 4 or more than 10 will be assigned a value of 0 percent. Areas of the plot where no Hardwood trees were growing will be considered as having correctly thinned Hardwood trees.
C-04 Inspection Procedure Example

An inspection example is as follows:

• 8 Conifer trees (none Severely Suppressed) found on plot.
• 3 Hardwoods incorrectly cut.
• 2 Hardwoods in contact with Conifers.
• 1 damaged Conifer; pruned limbs, broken tops, etc.

\[
\text{Compliance percentage} = \frac{(8 - 3 - 2 - 1)}{8} \times 100 = 25\%
\]

When the area is reworked and all Hardwood problems are corrected, the compliance percentage is calculated as follows because the damaged Conifer cannot be corrected.

\[
\text{Compliance percentage} = \frac{(8 - 1)}{8} \times 100 = 87.5\%
\]

C-05 Unit Performance Rating

The Unit Performance Rating for each Unit will be determined by summing the compliance percentages for all plots established in the treated Unit, then dividing by the number of plots that were established.

C-06 Unit Performance Rating Example

A Unit Performance Rating example is as follows:

• 5 plots were taken on a ten acre Unit.
• The compliance percentages on these plots were: 80%, 80%, 90%, 85%, and 90%

\[
\text{Unit Performance Rating} = \frac{(80\% + 80\% + 90\% + 85\% + 90\%)}{5} = 85\%
\]

C-07 Visual Inspection Option

The Compliance Forester may, in consultation with the Contract Manager, award a Unit Performance Rating of 90% or above based on a visual inspection of the completed work Unit without performing inspection plots. Unit Performance Ratings below 90% require the plot inspection procedure described in Clause C-03.

C-08 Determination of Payment

The acceptability and the rate of pay for hand cutting Work performed will be based on the Unit Performance Rating. The Compliance Forester’s inspection will determine the rating.

A. Satisfactory Work Performance: The Work is satisfactory if the Unit Performance Rating is between 90 and 100 percent.

B. Unsatisfactory Work Performance: The Work is considered unsatisfactory if the Unit Performance Rating is less than 90 percent.
C. **Reduction in Payment:** The reduction in payment for unsatisfactory work will be based on the Unit Performance Rating. If the Unit Performance Rating is less than 90 percent but equal to or greater than 80 percent, then the rate of pay will be equal to the Unit Bid Price reduced by three (3) percent for every one (1) percent the Unit Performance Rating is less than 90 percent. If the Unit Performance Rating is 79 percent or less, there will be no payment for the Unit.

C-09 **Contract Compliance Basis**
Contract compliance inspection of Work performed and payment for Work performed will be based on acreage completed.

C-10 **Subdivision of Inspection Units**
The Compliance Forester has the option to subdivide and inspect Units to determine the acceptability of work performed. Subdivisions for this purpose will be a minimum of ten (10) acres in size.

C-11 **Re-work of Unsatisfactory Units**
The Compliance Forester may require the Contractor to re-work a Unit which is not rated satisfactory. The Compliance Forester may require the rework to be completed prior to starting Work on a new Unit. Reworked areas will be reexamined for contract compliance, and will replace the previous Unit Performance Rating. If the Contractor refuses to re-work the Unit, the DNR may terminate the contract and retain the damage and performance deposit. If the Contractor re-works the Unit and it is rated unsatisfactory, the DNR may terminate the contract and the Contractor will be paid only for satisfactorily completed Work prior to termination.

C-12 **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. **Registration with Office of Financial Management**
In order to receive any payment the contractor must be registered with the Office of Financial Management (OFM) [http://www.ofm.wa.gov/isd/vendors.asp](http://www.ofm.wa.gov/isd/vendors.asp). The contractor will select whether payment will be made monthly as a partial payment for all successfully completed Units, or by one total payment at the end of the contract, unless an alternate payment schedule is agreed upon in the pre-work conference. The DNR will attempt to comply with the desires and needs of the Contractor but assumes no legal duty or obligation to adhere to the schedule of payment so arranged.

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 Unit or 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. Final Payment
The Contract Manager shall sign the Contractor's Billing Invoice and Compliance Report form at the conclusion of work on each Unit or group of Units, as determined by the payment schedule agreed upon during the pre-work conference. Final payment will not be made to the Contractor unless the Compliance Report form is signed by the Contractor or Designated Contract Representative and the Contract Manager, and "final" payment is designated thereon.

E. 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.
## UNIT DESCRIPTION SECTION II-A : CONTRACT 1771

<table>
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<th>District</th>
<th>Unit Name</th>
<th>Treatment Acres</th>
<th>Origin Year</th>
<th>Gate</th>
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UNIT MAP

Hand Cutting

Work Unit: St Helens

Unit Name: SAWZALL U 1

Pacific Cascade Region

Treatment Acres: 58

Bid No. 1771

Unit No. 1

Washington State Department of Natural Resources  ▪  IFB # 1771 Exhibit 1 Draft Contract  
Template Revised: 6/28/2018

Origin Year: 2012

Gate: No

Key:

Fire Zone: 651N
UNIT MAP

Hand Cutting
Work Unit: St Helens
Unit Name: SAWZALL U-2

Pacific Cascade Region
Treatment Acres: 46
Bid No. 1771
Unit No. 2

Origin Year: 2010
Gate: No
Key:
Fire Zone: 651N

Washington State Department of Natural Resources • IFB # 1771 Exhibit 1 Draft Contract
Template Revised: 6/28/2018
UNIT MAP

Hand Cutting

Work Unit: St Helens

Treatment Acres: 38

Unit Name: TULSA U1

Origin Year: 2013
Gate: No
Key:

Fire Zone: 660S

Washington State Department of Natural Resources • IFB # 1771 Exhibit 1 Draft Contract
Template Revised: 6/28/2018
UNIT MAP

Hand Cutting

Work Unit: St Helens

Unit Name: TULSA U2

Pacific Cascade Region

Treatment Acres: 19

Bid No. 1771

Unit No. 4

Unit Boundary
Treatment Area
DNR Managed Lands
Existing Roads
Non-Driveable Access
Trails

Pink Flagging
Streams
Gate
Leave Trees
Leave Tree Area

Origin Year: 2012
Gate: No
Key:
Fire Zone: 660S

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Template Revised: 6/28/2018
UNIT MAP

Hand Cutting

Work Unit: St Helens

Pacific Cascade Region

Treatment Acres: 18

Bid No. 1771

Unit No. 5

Unit Name: TULSA U3

Origin Year: 2012

Gate: No

Key:

Fire Zone: 660S
UNIT MAP

Hand Cutting

Work Unit: St Helens

Unit Name: RIBEYE U5

Pacific Cascade Region

Treatment Acres: 58

Bid No. 1771

Unit No. 6

Origin Year: 2013
Gate: No
Key:

Fire Zone: 660S

Washington State Department of Natural Resources  •  IFB # 1771 Exhibit 1 Draft Contract
Template Revised: 6/28/2018
IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR

Signature               Date

Name

Title

Address

Telephone

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Signature               Date

Eric Wisch

Name

Region Manager

Title

Address

Telephone