INVITATION FOR BID (IFB) #1793:
Orchard Cone Picking Contract
Forest Resources Division

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 work location 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:
Sean Smith, Seed Orchard Manager
360-789-1280
sean.smith@dnr.wa.gov

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

Bids will be accepted until 2:30PM, (PST), on June 24, 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. 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:

  Washington State Department of Natural Resources
  Sean Smith
  Meridian Seed Orchard
  MS Box 47017
  Olympia, WA 98504-7017

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

Lower left corner:  ORCHARD CONE PICKING
                   Invitation to Bid #1793
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 Meridian Seed Orchard Office during regular business hours (Monday through Thursday, 7:00am-5:30pm).

**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><strong>Lowest Responsive and Responsible Bidder Criteria</strong></th>
<th><strong>Weight Assigned</strong></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 cone picking 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>
</tbody>
</table>
Final determination of protest | Within 5 business days of DNR's receiving of a protest

Sign contract & begin contract work | Following the conclusion of the "Period for requesting a debriefing conference" if no requests were received or the protest period, whichever is sooner

**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](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
EXHIBIT 1: Draft Contract
Forest Resources Division

Orchard Cone Picking
Contract Number #1793(DRAFT)

Contract Digest: ORCHARD CONE PICKING

- Definitions

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

SECTION II – CONTRACT SIGNATURES PAGE
DEFINITIONS

‘Bushel’ is a measure of cone volume equivalent to eight (8) gallons. For the purposes of cone picking this volume fills two level four (4) gallon buckets of cones.

‘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, and manage the Work Schedule.

‘Cone Sack’ is a burlap sack provided by DNR into which picked cones are placed in order that they may be correctly measured, identified, stored and transported.

‘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.

‘Division Manager’ means the designated DNR staff person responsible for managing the affairs of DNR in designated administrative divisions. The Division Manager may perform the duties of the Contract Manager.

‘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.

‘Estimated Item Total’ is the total estimated amount (in dollars) that Contractor agrees to be paid for each Item, written in the Estimated Item Total column of the Bid Form (IFB Exhibit 2-H). However, due to the difficulty of estimating bushel quantities, the actual amount paid will be based on the actual number of bushels multiplied time bid price per bushel, regardless of the Estimated Item Total.

‘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.

‘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.

‘Bid Price Per Bushel’ is the rate per bushel, written in the Bid Price per Bushel column of the Bid Form (IFB Exhibit 2-H).

‘Trash’ refers to non-cone material (including needles, twigs, dirt, and bark) which must be minimized within the Cone Sacks in order for the product to be of acceptable quality.

‘Tree Seed Cone’ is a seed-bearing cone picked from conifer trees for the purpose of removing seeds to grow seedlings.

‘Work’ includes picking healthy tree seed cones from designated trees and all activities performed by Contractor during cone picking.

‘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.

‘Work Site’ is the specific location where Work is being performed.
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 bushel 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 or similar physical conditions at the site;
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-04 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-05 Contract Cancellation
The Division 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-06 Attachments
The following attached documents are hereby incorporated by reference:

A. Invitation for Bid #1793 including final Bid Documents (Exhibit 2) with signatures

A-07 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-8 Licenses and Permits
Contractor shall, without additional expense to DNR, obtain all required licenses and permits necessary for executing the contract.

A-9 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-10 Insurance Coverage
Before using any of said rights granted herein and its own expense, CONTRACTOR shall purchase and maintain the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR’s option.

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

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

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

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

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

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

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

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

**ADDITIONAL PROVISIONS:**

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

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

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

B. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

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

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

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

**A-11 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 Division 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-12 Venue
Disputes arising under this contract shall be brought in the State of Washington and the venue shall be Thurston County.

A-13 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 Division Manager in writing of its dispute. The Division 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 Division Manager will provide a written response.

A-14 Subcontracting
Contractor shall not enter into any subcontract or assignment of this contract.

A-15 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-16 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-17 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-18 Work Delay
Delays of more than one day are unacceptable, and constitute breach of contract. Contractor shall promptly notify 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-19 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-20 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-21 Breach of Contract
Contractor’s unsatisfactory performance of contract requirements shall constitute breach of contract.

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 1 day after receipt of a suspension notice to remedy the breach. If the breach cannot be remedied or Contractor fails to remedy the breach within 1 day 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-27 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-22 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. In this event, DNR may by contract or otherwise, perform the services and charge to Contractor any cost incurred by DNR that is directly related to the performance of such service.

A-23 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-24 Removal of Merchantable Products
Contractor is prohibited from removing merchantable or potentially merchantable products from the Work Site. All tree seed cones picked on DNR lands remain the property of DNR at all times. Separate approval by agreement or contract with DNR is required for removal of firewood, poles, posts, and other merchantable or potentially merchantable material.

A-25 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-26 Abbreviations
The following tree species abbreviations will be used: DF = Douglas-fir; LP = lodgepole pine; NF = Noble fir; PP = Ponderosa pine; RC = Western redcedar; WL = Western larch; WP = Western white pine;

A-27 Term of Contract
A. The term of this contract is from August 1, 2019 to August 1, 2020. The contract shall not be extended without written permission from the DNR Division Manager.

B. Within the 30-day period before the end of the current contract term and upon mutual agreement, the contract is renewable for a period of five (5) years after the end of term, in one-year increments. At the time of renewal the contract will be amended to include revised estimates of quantity of work.

C. Within the 30-day period before the end of the current contract term, Contractor may request a price increase for the next contract term increment. DNR will review the request and determine if a price increase is warranted and reasonable. DNR may negotiate the amount of the increase with Contractor. If DNR and Contractor fail to reach agreement, DNR may choose to let the contract expire and may choose to rebid the contract.

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 2 workers, and a maximum crew size of 20 workers, unless otherwise approved by the Compliance Forester;

B. Adequate crew supervision, including at least one qualified English speaking foreperson per crew, unless otherwise allowed by the Compliance Forester. The foreperson must have one season of cone picking experience. Documentation of a foreperson’s experience shall be provided to DNR upon request;

C. 40-foot diesel powered motorized boom lifts.

B-02 DNR Furnished Cone Picking Materials
DNR will provide the following items to Contractor for use in the performance of this contract:
A. Burlap cone sacks & zip ties.

B. Fuel for diesel-powered lifts. The Compliance Forester will keep lifts fueled at the expense of DNR. Fueling schedule will be mutually agreed upon by the Contractor and Compliance Forester.
B-03 Periods of Suspension
Operations will be halted when Compliance Forester determines weather is inoperable or seed maturity conditions are unacceptable. Conditions during which DNR may not allow Work include, but are not limited to:

A. Wind velocity greater than twenty (20) miles per hour;

B. Rain or snow creating potentially injurious cone picking and storage conditions; and

C. Unripe cones.

If any of these conditions exist on the site, Compliance Forester may direct Contractor to suspend operations until weather or cone maturity conditions improve. Contractor should be prepared for periods of suspension or a reduced workforce when inclement weather or other factors limit the amount of work. A verbal or written Notice to Proceed will be issued and contract time will commence when cones are sufficiently ripe for harvest. All attempts will be made to provide continuous harvest days until completion of contract. During periods of suspension Contractor shall hold the crew ready to begin work with one day’s notice, seven (7) days a week.

B-04 Tree Seed Cone Picking by Contractor
Contractor shall pick designated tree seed cones as follows:

A. Work Site

1. Work is to be performed in the orchard blocks of the Meridian Seed Orchard, 6425 Meridian Road SE, Olympia, WA.

2. Contractor must report to the job site Monday through Friday and work from 8:00 AM to 4:30 PM unless permission to do otherwise is granted in writing by the Compliance Forester.

3. The orchard blocks will remain free of trash throughout the day and at the completion of each work day. Garbage cans will be provided by DNR.

5. Parking is allowed only in the designated area that will be provided for the contractor and employees. This area must be kept clean and free of trash.

6. One crew bus will be permitted for each picking crew.

7. Smoking will be allowed only in designated smoking areas. Cigarette butts must be deposited in the container provided for that purpose.

8. DNR will provide portable toilets, including regular cleaning, for use by Contractor crews.

B. Tree Seed Cones to be Picked
Compliance Forester will determine which trees are to be picked and in what order. Contractor’s crews may be moved between trees at any time to meet cone harvest needs. No cones will be picked from a tree until the Compliance Forester informs the Contractor that the tree is ready to be picked. Trees will be designated for picking at different times based on cone ripeness, so it may not be possible to complete the harvest in a row-by-row manner.

C. Specifications for Tree Seed Cone Picking by Contractor

1. Safety harnesses and hard hats must be worn at all times when operating motorized lifts. If workers in lifts fail to wear safety harnesses or hard hats, Compliance Forester will shut down the lift until the
on-site supervisor of the crew has discussed the issue with those workers and they put on the safety harnesses and hard hats.

2. Lifts will not be driven across tree rows.

3. The Contractor may pick cones from contractor-supplied ladders.

4. Tree climbing is not permitted.

5. Limb breakage must be kept to a minimum. Limbs will not be deliberately broken or cut unless specifically approved by Compliance Forester.

6. Each individual tree will be clean picked, with no cones remaining. If any tree has more than five (5) cones remaining, the Compliance Forester may require the tree to be picked again to correct the problem.

7. Cones from tall orchards, picked from lifts, will be picked into burlap bags supplied by DNR. Bags will not be filled more than 75% to allow for closure. Cone bags will be kept free of garbage, old cones, and excess needles or limbs.

8. Cones from short orchards, picked from the ground, will be measured using buckets to ensure that each bag contains exactly one bushel. Filled bags will be closed using zip ties and moved to the end of tree rows by the Contractor. Cone bags will be kept free of garbage, old cones, and excess needles or limbs.

9. Cone bags will be carefully lowered, not dropped to the ground. The point of delivery is beneath the individual tree from which the cones were picked. Cone bags will be placed next to the stem of the tree. Cones picked from one tree will not be mixed with those from another tree.

10. Filled cone bags will be collected by DNR for measurement, final bagging and tagging. Bushels will be measured using 4-gallon plastic buckets, with two buckets equal to one bushel. Contractor has the right to monitor the measurement process.

**D. Production Rates**

Contractor is required to pick a minimum of 80 bushels per day. Contractor is responsible for providing sufficient lifts and workers to accomplish this output.

**SECTION I-C: UNIT COMPLIANCE INSPECTION AND PAYMENT**

**C-01 General**

A. Compliance Forester will make continuous inspections of the work in progress to ensure that all specifications and production rates are being met. Compliance Forester shall have the authority to halt work until Contractor takes required steps to perform the services in conformance with the specifications of this contract.

B. Compliance Forester will be available for on site, day-to-day administration of the contract unless prior arrangements are made to the contrary. The Compliance Forester will determine cone ripeness and designate trees for picking.

C. Compliance Forester will record the daily production totals during the period of this contract.

D. Compliance Forester will determine whether Contractor’s Work has been satisfactorily completed.
C-02 Inspection by Compliance Forester
The Compliance Forester will inspect bags of picked cones for compliance with standards specified elsewhere in this contract.

C-03 Determination of Payment
Payment will be made for accepted work in accordance with contract provisions.

A. Rate of Pay
The ‘Rate of Pay’ is the actual amount (in dollars) that Contractor will be paid for completed work on each Item. The Rate of Pay for an Item is equal to the Bid Price per Bushel multiplied by the number of bushels picked for each Item. The Rate of Pay is reduced by any reductions in payment as described below (Clause C-03-B).

B. Reduction in Payment
Reductions in payment will be calculated as follows:

1. Reduction for failure to report to work Monday-Friday during cone picking (unless permission to do so is given by Compliance Forester): $300/day

2. Reduction for failing to report by 8:00 AM or leaving prior to 4:30 PM during cone picking (unless permission to do so is given by Compliance Forester): $50/hour

3. Reduction for failure to pick all cones from a tree after being directed to repick the tree by the Compliance Forester: $1/cone remaining on tree

C-04 Payment Schedule
The default payment schedule will be one payment to Contractor, following completion all contract requirements, 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-16) and will be set forth in the Work schedule.
SECTION II: CONTRACT SIGNATURES PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrew Hayes</td>
<td>Name</td>
<td>Division Manager</td>
<td>Title</td>
</tr>
<tr>
<td>1111 Washington Street SE, PO Box 47014, Olympia, WA 98504-7014</td>
<td>Address</td>
<td>360-902-1347</td>
<td>Telephone</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.

**Authorized Representative**

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

________________________________________________________

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

INVITATION FOR BID (IFB) # 1793:
Orchard Cone Picking 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: JUNE 10, 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.

____________________________________
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) #1793**  
**FOREST RESOURCES DIVISION ORCHARD CONE PICKING 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 cone picking 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 cone picking 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.)

<table>
<thead>
<tr>
<th>Reference up to two (2) DNR cone picking contracts recently completed by the Bidder, if available. If possible, refer to contracts where similar work was performed.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract #:</strong></td>
</tr>
<tr>
<td><strong>DNR region/division:</strong></td>
</tr>
<tr>
<td><strong>Type of Services Performed:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact information and description of services provided for up to three (3) other landowners where the Bidder has recently completed similar types of work.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contact Name of Reference #1:</strong></td>
</tr>
<tr>
<td><strong>Contact’s Phone Number:</strong></td>
</tr>
<tr>
<td><strong>Time Frame of Services Provided:</strong></td>
</tr>
<tr>
<td><strong>Type of Services Performed:</strong></td>
</tr>
</tbody>
</table>

(This space reserved for AGENCY use)
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>
<tr>
<td>(This space reserved for AGENCY use)</td>
<td></td>
</tr>
</tbody>
</table>

<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>
<tr>
<td>(This space reserved for AGENCY use)</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT 2-F: CONTRACTOR'S DECLARATION OF INDUSTRIAL INSURANCE STATUS

INVITATION TO BID NUMBER ___________ 1793
(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 #1793. 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.)  |
|__________________________________________|

| (Typed or Printed Name)                  |
|__________________________________________|

| (Farm Labor Contractor License No.)      |
|__________________________________________|

| (Title)                                  |
|__________________________________________|

| (Federal I.D. No.)                      |
|__________________________________________|

| (phone No.)                             |
|__________________________________________|

| (Email address)                         |

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

Invitation to Bid #1793 is hereby awarded to __________________

State of Washington,
Department of Natural Resources

By: ____________________________

(Signature)  (Date)

Andrew Hayes, Forest Resources Division Manager

NOTE: Return one (1) copy of this form with each Bid Form (Exhibit 2-H) as per the Invitation to Bid guidance.
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 Bushels by the Bid Price Per Bushel. 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 #1793.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Item Name</th>
<th>Estimated Bushels</th>
<th>Bid Price Per Bushel</th>
<th>Estimated Item Total*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Short orchards</td>
<td>150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Tall orchards</td>
<td>30</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Number of bushels to be picked is very difficult to estimate accurately. Actual bushels may be significantly higher or lower than the estimate. Payment will be based on actual bushels picked, regardless of estimated totals.

Bidder’s Name: ________________________________

Signature: ________________________________

Title: ________________________________

Company: ________________________________

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