WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

INVITATION FOR BID (IFB) #1827
Good Neighbor Authority Project
Hazardous Fuels Reduction Contract
Okanogan-Wenatchee National Forest

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 federally 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 packet including the contents outlined in the Bid Contents Section of this IFB. The completed bid packet may be delivered using the following methods:

- Via mail to the address listed in the Bid Contents Section in its own envelope addressed to Bid Coordinator.
- Via an attachment to an email to the Bid Coordinator in the form of a scanned copy of original documentation submitted as a PDF or similar electronic document. The Bid Coordinator may request original documentation be submitted at any time. Zipped files cannot be accepted by DNR and cannot be used for submission of bids. DNR does not assume responsibility for problems relating to transmittal of emails.

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

The **Bid Coordinator** for this solicitation is:
Tom Frantz, Federal Lands Program Lead Restoration Specialist
Phone: (360) 890-6831
Email: tom.frantz@dnr.wa.gov

Bids will be accepted until 2:30PM, (PST), August 21st, 2020, 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 Certifications (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 and/or proof of application for license renewal for the subsequent year. 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.

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

Each bid envelope should be prepared in the following manner:

Mailing address:	Washington State Department of Natural Resources Marcea Kato Program Lead: Grants, Contracts, Finance PO Box 47037 Olympia, WA 98504-7017
Upper left corner:	Bidder's Name Bidder's Address

Lower left corner: Number 2 Canyon Hazardous Fuels Reduction
Invitation to Bid #1827

Bidders choosing to mail proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the Bid Coordinator. Bidders assume the risk for the method of delivery chosen. The DNR assumes no responsibility for delays caused by any delivery service.

Offer to Contract

Your Invitation for Bid is a solicitation to offer to contract with the DNR. 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 prior to the close of the solicitation period by notifying the Bid Coordinator. Bidder's representative will be required prove they are authorized to withdraw the bid. 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:

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

***** 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 Federal Lands Program Manager 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

Event	Time period
Complaint period	Between IFB posting date and 1 business day prior to the close of the solicitation acceptance period
Bid evaluations	Following the bid response date/time
Announce "Lowest Responsive and Responsible Bidder" and send notifications to unsuccessful bidders	Within 5 business days following the conclusion of bid evaluation period
Period for requesting a debriefing conference	Between transmittal of notifications to unsuccessful bidders and the end of the fourth business day following transmittal
Debriefing conference	Within 3 business days of DNR's receiving of the debriefing request
Protest submission period	Within 5 business days of the debriefing conference

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 (10) 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/

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

This is a Good Neighbor Authority project that is being put out to bid by Washington DNR, but taking place on US Forest Service land.

Timing restrictions (i.e., no work on State and Federal holidays):

- No operations will be permitted from December 1st to April 15th unless written approval is granted by the Contract Manager.

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Good Neighbor Authority

Number 2 Canyon Hazardous Fuels Reduction Contract Number #1827

Contract Digest: Hazardous Fuels Reduction

- 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

'Buffer Zone' means an area designated to be left along roads or other features in which there will be no cutting.

'Compliance Forester' 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.

'Conifer' means a tree that is a Douglas-fir, true fir, pine, western 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.

'Contractor Selection of Leave Trees' means crop and leave trees are unmarked and will be selected by the Contractor.

'Crop Tree' means the largest undamaged conifer trees with good form and free of disease.

'DBH' means Diameter at Breast Height, a point on the tree stem four and one-half feet above ground level.

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

'Designated Contract Representative(s)' means those individual(s) designated by the 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, big leaf maple, vine maple, madrone, cottonwood, cherry, and willow.

'Mechanical Treatment' means the use of power saws, axes, or other approved tools to remove trees.

'Mistletoe Thinning' means the removal of designated conifer trees bearing visible mistletoe plants on branches as well as visible plants or infections on the stem.

'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.

'State Forester' means the designated DNR staff person responsible for managing the affairs of DNR in designated large geographic areas. The State Forester may perform the duties of the Contract Manager.

'Slash' means all debris created on the Work area by the precommercial thinning operation.

'Surplus Trees' means all trees designated for cutting.

'Thinning' means the cutting down of trees according to the specifications of this contract.

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

'Unit Bid Price' is the rate per acre, written in the Unit Bid Price column of the Bid Form (IFB Exhibit 2-H).

'Work' means the services the Contractor is required to satisfactorily complete in this contract, according to the requirements of Section I (Contract Clauses), and within the Units described in Section II (Maps and Unit Information).

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

SECTION I-A: GENERAL PROVISIONS

A-01 Contractor's Warranty

Contractor warrants that it has had an opportunity to fully inspect the contract area and enters this contract based upon its own judgment of the costs of performing the Work, formed after its own examination and inspection. Contractor also warrants to DNR that it enters this contract without any reliance upon 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, except, the State Forester may modify or cancel this contract pursuant to A-07 without a writing signed by the Contractor.

A-05 Scope of DNR Advice

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

A-06 Performance Security

Contractor agrees to furnish, within ten (10) business days of receipt of the award letter, security in the amount of ten percent (10%) of the total awarded contract price. The security shall be in the form of certified check or cashiers' check made payable to the Washington State Department of Natural Resources, an irrevocable letter of credit, 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 State Forester reserves the right to cancel this contract at any time, in part or whole, without cause or consent from the Contractor. Contractor shall be paid only for Work performed satisfactorily prior to cancellation of the contract.

A-08 Attachments

The following attached documents are hereby incorporated by reference:

A. Invitation for Bid #1827 including final Bid Documents (Exhibit 2) with signatures

B. Work Schedule or other documents

A-09 Compliance with all Laws

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

A-10 Licenses and Permits

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

A-11 Indemnity

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

A-12 Insurance Coverage

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

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

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

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

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

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

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

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

Industrial Insurance (Workers Compensation): CONTRACTOR shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. CONTRACTOR waives all rights of subrogation against State for recovery of damages to the extent they are covered by State

for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, Compliance Forester reserves the right to shut down the Work Site when any condition of imminent danger is present, during which time work shall not be performed. The Work Site will remain shut down until the danger has been removed.

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

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

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

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

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

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

A-13 Safety Compliance

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

A. During the contract performance, Contractor shall protect the lives and health of workers performing the Work and other persons who may be affected by the Work and prevent damage to property at the Unit or adjacent to it. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

B. In an emergency affecting the safety or life of its workers or adjoining property, Contractor is responsible to act to prevent such threatened loss or injury. Within 24 hours of any emergency, Contractor shall notify the Compliance Forester. Contractor shall prepare an incident report and submit it to DNR's State Forester 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 State Forester in writing of its dispute. The State Forester will review and set a meeting with Contractor within fifteen (15) business days, unless Contractor agrees to a longer period. After the meeting, the State Forester 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 those operations in violation. If the violation is capable of being remedied, Contractor has 30 days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied or Contractor fails to remedy the violation within 30 days after receipt of a suspension notice, DNR may terminate the rights of Contractor under this contract and collect damages.

B. If the contract expires pursuant to clause A-33 without Contractor having performed all its duties under this contract, Contractor's right to operate is terminated and Contractor shall not have the right to remedy the breach. This provision shall not relieve Contractor of any payment obligations.

C. DNR has the right to remedy the breach in the absence of any indicated attempt by Contractor or if Contractor is unable, as determined by DNR, to remedy the breach. Any expense incurred by DNR shall be charged to Contractor and shall be paid within 30 days of receipt of billing.

A-24 Default of Contract

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

A-25 Washington State Forest Fire Protection Requirements

Contractor and workers shall be familiar with the Washington State Forest Fire Protection Requirements and adhere to them. These requirements are found in:
Revised Code of Washington Chapter 76.04

A-26 Inspection

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

A-27 Spark Arresters

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

A-28 Open Fires

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

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A-29 Removal of Merchantable Products

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

A-30 Garbage

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

A-31 Camping

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

A-32 Abbreviations

The following tree species abbreviations will be used: AF = Subalpine Fir; AS = Quaking Aspen; BC = Black Cottonwood; DF = Douglas-fir; ES = Engelmann Spruce, GF = Grand Fir; LP = Lodgepole Pine; MA = Big-leaf Maple; MH = Mountain Hemlock; NF = Noble Fir; PP = Ponderosa Pine; RA = Red Alder; RC = Western Redcedar; SF = Pacific Silver Fir; SS = Sitka Spruce; WH = Western Hemlock; WL = Western Larch; WO = Willow; WP = Western White Pine; YC = Alaska Yellow Cedar.

A-33 Term of Contract The term of this contract is from August 21st, 2020 to August 21st, 2022. The contract shall not be extended without written permission from the DNR State Forester.

A-34 Timing Restrictions:

No operations will be permitted from December 1st to April 15th unless written approval is granted by the Contract Manager.

SECTION I-B: SPECIFICATIONS FOR THE ACTIVITY

Contractor shall perform precommercial thinning work as described below.

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 II-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 conflict with requirements in this Section, the special requirements will prevail.

B-02 Boundaries

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

B-03 Contractor shall furnish:

The Contractor shall provide all of the following at its own expense:

A. A minimum crew size of 10 workers, and a maximum crew size of 14 workers, unless otherwise approved by the Compliance Forester;

B. Adequate crew supervision, including at least one qualified non-thinning, English-speaking foreperson per crew, unless otherwise allowed by the Compliance Forester. The foreperson must have one season (at least three (3) months) of precommercial thinning experience. Documentation of a foreperson's experience shall be provided to the DNR upon request;

C. All equipment and supplies for mechanical treatment, as well as any specific tool requirements that are detailed in the Unit Description (Section II-A);

D. All safety equipment;

E. All costs of operation and maintenance not specifically furnished by the DNR;

B-04 DNR shall furnish:

A. Compliance Forester(s) to acquaint the Contractor with each unit to be worked and to conduct periodic field inspections.

B. Boundary marking and access to the unit as reasonably necessary to complete the contract.

B-05 Thinning and Pruning Procedures

Selection of leave trees or crop trees will be made by the Contractor according to the following specifications as well as those found in the Unit Description table (Section II-A). Three contrasting thinning procedures are recognized. The particular method to be used is designated for each unit on the Unit Description Table. These are Simple Spacing Thinning, Diameter Limit Thinning, and Clump Spacing Thinning. One pruning procedure is recognized, and designated for each unit in the Unit Description Table.

A. Simple Spacing Thinning

When thinning on a spacing basis, Contractor will select and leave uncut the largest live conifer trees of good form and vigor that will maintain the average spacing designated in the Unit Description Table. To maintain average spacing, Contractor may not need to cut as many trees immediately adjacent to gaps. However, clumps or patches should not be left unthinned to make up gaps in the stand. If the Compliance Forester determines that narrower spacing is appropriate for portions of a Unit, 6' x 6' spacing will be used. Spacing is the average distance between trees that will result in the correct number of tree left per acre. The number of trees left per acre will be measured by DNR to determine compliance with the Per Acre Zone of Acceptance as described in Clause C-02.

B. Diameter Limit Thinning

When thinning on a diameter limit basis, Contractor shall cut trees smaller than the diameter limit, specified in the Unit Description, and will leave uncut the largest live conifer trees of good form and vigor that will maintain the spacing designated in the Unit Description. Contractor will only cut trees larger than the diameter limit when individual trees are clearly diseased, damaged, or deformed. As a general rule, small trees growing into the canopy of the larger trees will be cut. Spacing will be determined by the average number of trees left uncut per acre, including trees both above and below the diameter limit. Contractor shall not damage the stand by cutting trees that will create undesirable gaps in the stand. The number of trees left per acre will be measured by DNR to determine compliance with the Per Acre Zone of Acceptance as described in Clause C-02, except when desirable trees exceeding the diameter limit comprise a majority of the total tree count. In that case, the Per Acre Zone of Acceptance will be increased by the number of trees above the diameter limit exceeding a simple majority.

C. Clump Spacing Thinning

When thinning on a clump spacing thinning basis, Contractor shall leave clumps of trees throughout the stand, with treeless gaps between each clump (see figures on next page). The objective of clump spacing thinning is to promote a natural “clumpy” spatial pattern across the landscape, as opposed to a uniform grid pattern of individual leave trees. The number of leave trees per clump, and the spacing of leave trees within a clump, will be specified in Clause B-06. The spacing may be varied according to specifications in Clause B-06 in order to leave the most desirable trees. Average spacing between clumps will be specified in Clause B-06. Spacing shall be measured from the center of each clump. The spacing between clumps shall not be materially changed across the unit. Clumps shall be selected to leave uncut the largest live conifer trees of good form and vigor, while maintaining the clump spacing guidelines outlined above. Clump spacing will be measured by DNR to determine compliance as described in Clause C-02.

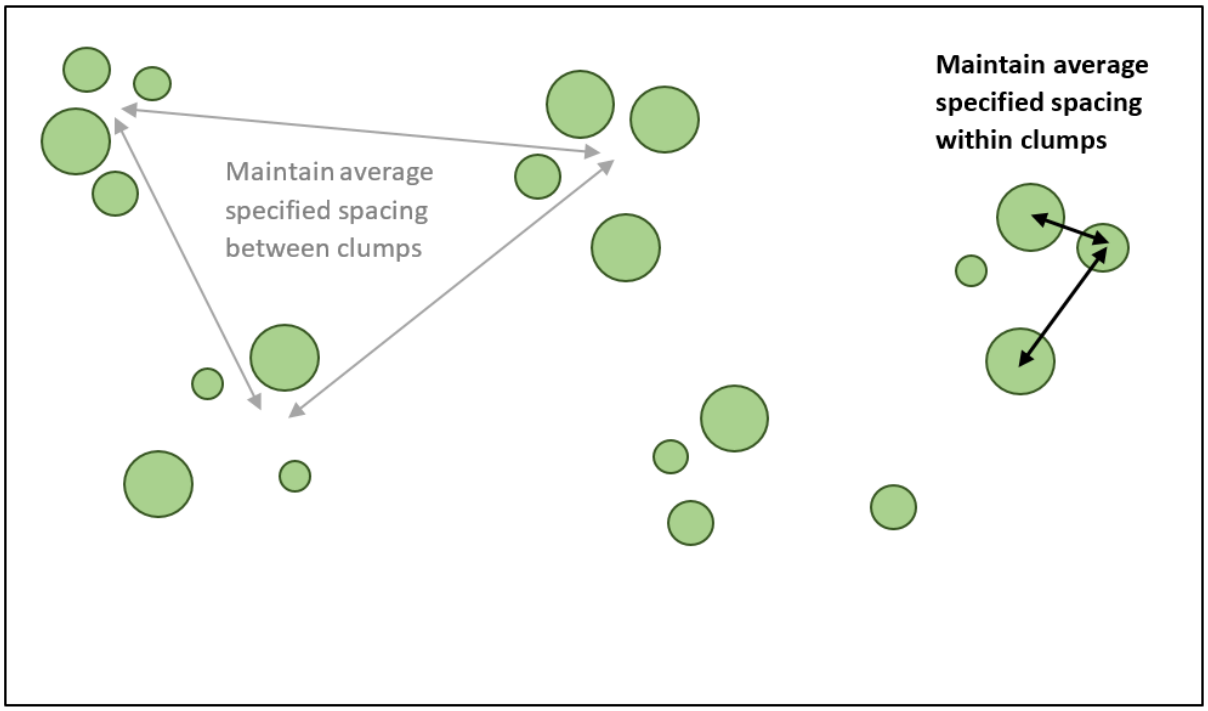


Figure 1. Example of compliant clump spacing. The spacing between clumps does not change materially throughout the unit (left), but 25% variance is accepted to leave the best clump. The average leave tree spacing within clumps is consistent throughout the unit (right), with variance allowed to leave best trees (see Clause B-06).

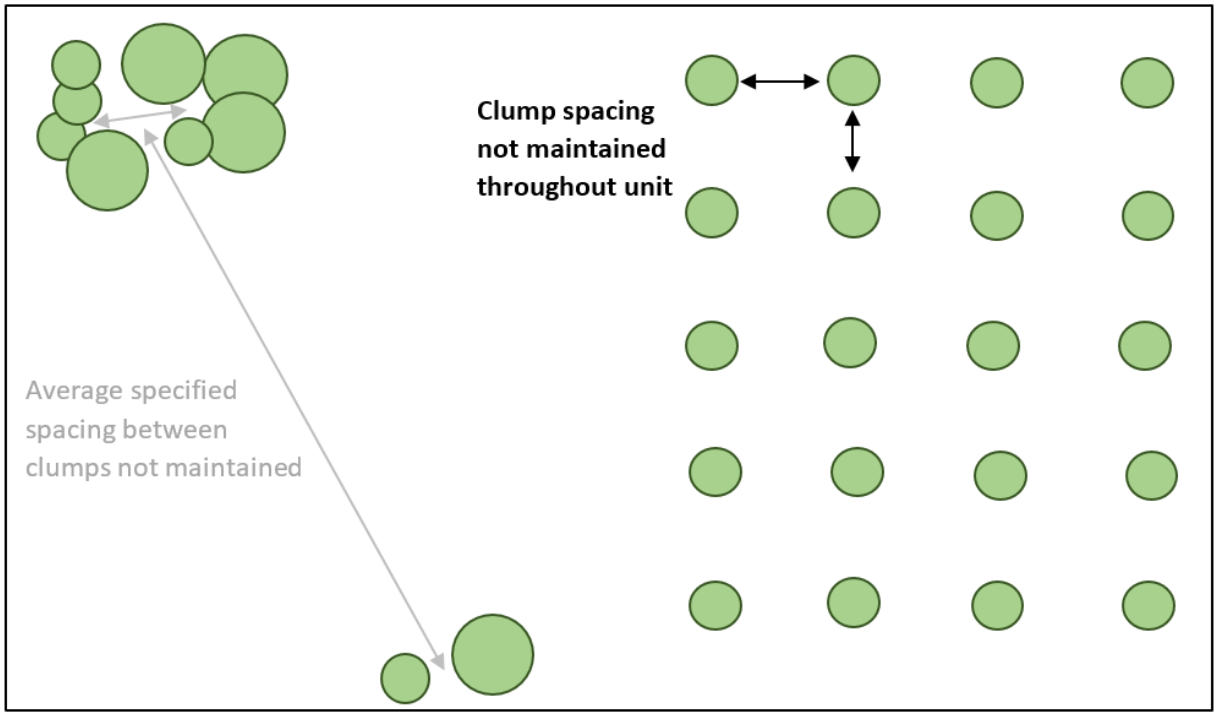


Figure 2. Example of non-compliant clump spacing. The spacing between clumps is outside of the allowable variance (left), and the thinning resembles a simple spacing thinning, with average specified spacing within clumps not maintained (right).

D. **Pruning**

When required under this contract, Contractor shall prune selected leave trees according to specifications in Special Requirements (Section B-13).

B – 5 Thinning Method Unit Requirements			
Unit	**Simple Thinning**	**Diameter Thinning**	**Pruning**
1	X		X
2	X		X
3	X		X
4			X

B-06 Order of Selection of Leave Trees

The order of selection of leave or crop trees will be as follows:

A. Leave the tallest, straightest single stem with the largest crown and free of damage due to animals, insects, disease, or physical and mechanical causes.

B. Maintain specified average number of trees per acre.

C. Maintain specified average spacing.

D. Select crop tree by species in the following order unless otherwise specified in the Unit Description:

1. Ponderosa Pine
2. Douglas Fir
3. Grand Fir

E. Western white pine, whitebark pine, western larch, and western red cedar do not count as part of the prescribed spacing grid. None shall be thinned, nor considered within the spacing requirements.

F. If no healthy, undamaged tree exists within the required spacing, leave the tree with the least damage.

G. Thinning would not occur in the Riparian Reserve, therefore no slashing is allowed within 50 feet of an intermittent stream channel or within 100 feet of a perennial stream channel. These areas will be identified at the start of work.

B-07 Trees or Hardwood Shrubs to Be Cut

Except for crop or leave trees specified above and in the Unit Description Table, the Contractor shall cut the following:

A. All surplus conifer trees more than one (1) foot in height will be considered for treatment.

B. All surplus trees less than 7” in DBH will be targeted for treatment in the thinning treatment area (Units 2 and 3) and Shaded Fuel Break (Unit 1). Trees 7” and greater DBH will be included in the spacing guidelines, and are not considered “ghost trees.”

C. When trees over the maximum cut DBH are present, leave trees will be spaced off of those trees. The spacing may be varied up to plus or minus 20 percent of the designated distance in order to leave the most desirable trees. The designated distance for each unit in this task order is 30 feet, which would amount to variance of leave trees between 24-36 feet. In areas where the majority of trees are over the DBH cut limit, spacing is expected to be less than the 30x30 foot goal.

D. When leave trees are of equal size and vigor, select the leave tree according to the preferred conifer. A lower priority species that is at least 25 percent taller than the height of an adjacent higher priority species shall be left as the leave tree.

E. A forked tree shall not have only one stem cut. The whole tree shall be cut down unless it is the most desirable leave tree, then all stems are to be left standing.

F. Conifer trees shall be cut in a way that doesn't damage leave trees. Any tree to be felled can be girdled instead in order to minimize leave tree damage.

G. The State retains the right to designate individual trees to be cut or left standing.

H. In the Shaded Fuel Break (Unit 1), all hardwood (woody herbaceous) shrubs shall be targeted and cut. Shrubs shall be cut so that stumps do not exceed 6 inches in height. This includes but is not limited to Snowberry, Hawthorn, Scouler's willow, Ceanothus, Bitterbrush, and Sagebrush. Hardwoods such as Cottonwood and Aspen would not be targeted for removal. In the Thinning and Pruning units (Units 2, 3 and 4), no hardwood shrubs shall be cut.

B-08 Cut Trees

Trees will be cut below the lowest live limb and cut completely free of the stump. Cut trees must not be left "hung up" or leaning against crop trees. Stumps shall not exceed a six (6) inch height.

B-09 Progression of Daily Work

Contractor work shall progress in an orderly fashion to avoid accidentally leaving untreated areas, with workers regularly connecting treated areas. At the end of each work day, no "islands" of untreated areas shall be left within areas that have been treated.

B-10 Streams

Trees felled into streams shall be removed and streams shall be left in their original state. If certain streams will be protected and cutting will not be permitted within the specified area, they will be designated on the Unit Map.

B-11 Fences and Improvements

Contractor shall not damage fences and other improvements within or adjacent to the Units during the thinning operation. Any such damage will be repaired at Contractor's expense. Trees adjacent to fences or other improvements shall be felled away. All slash falling on fences and other improvements shall be removed and distributed back into the unit by Contractor. Trees and slash felled onto lands not owned by the State shall also be removed and distributed back into the unit.

B-12 Slash in Roads and Buffer Zones

Slash or debris resulting from the pre-commercial thinning operation, that falls into roads, ditches, road banks, or designated buffer zones, shall be removed by Contractor and redistributed within the thinned Unit(s) at the end of every day, or more often on well-traveled roads.

B-13 Special Requirements

A. Slashing Procedures

1. All conifers within size class, species priority, or spacing distance as stated in thinning procedures are to be cut.

2. All slash created by the slashing operation shall be lopped on 3 sides of the bole, scattered and bucked to within 2 feet of the ground. Boles will be bucked to lengths of 6 feet or less no matter what the diameter.

3. Slash generated will be pulled back 6 feet along both sides of all traveled roads and trails, within units and on one side where unit is just on one side of road. This work is considered incidental to the slashing work.

4. No hang-ups or operational damage is allowed.

5. All slash shall be pulled back (minimum of 6 feet) and away from leave trees. Pull Back Slash – When required as a specific item under this contract, all pullback slash shall be scattered throughout the unit to achieve a slash depth not greater than 2 feet. Pull back distance will be a minimum of 6 feet from trees.

6. In the Shaded Fuel Break, slash shall be scattered outside of the fuel break. No generated slash shall be left within the boundaries of the Shaded Fuel Break.

7. Daily Slash Treatment, All Items – Slash generated from each day of work shall be removed from roadways, ditches, and from the top of cut banks along all traveled roads in the project area, even if not shown on project maps or as identified. This slash shall be pulled back by the end of each workday.

8. All slash will be pulled back at least 50 feet from an intermittent stream channel, or at least 100 feet from a perennial stream channel.

9. Slash may not be placed/spread onto private or other property besides Forest Service lands.

10. Old slash from previous logging activity and natural blow down, will be cut (6' lengths) and pulled back from leave trees. Pull back would be performed on all dead woody debris from 3" to 12" (diameter) in size, and would be pulled back a minimum of 6 feet away from leave trees.

B. Pruning

When required under this contract, selected leave trees will have the limbs pruned off to the following specifications:

A. Pruning equipment shall be the contractors' option with the following requirements:

a. Dead limbs may be removed with the use of power chain saws.

b. Live limbs will be cut with the use of loppers or hand saws.

c. Power pole saws may be used with the approval of the Contract Administrator if the quality of the pruning meets and maintains standards.

B. In the Pruning and Thinning units (Units 2, 3 and 4), 50% of designated leave trees shall be pruned to a height of 6 feet above the ground (as measured on the uphill side of the tree), or to 50% of the crown, whichever is less. Trees selected for pruning will be the largest, tallest, and straightest trees evenly spaced throughout the unit. In areas with less than full stocking, at least 50 trees per acre will be pruned.
   a. Emphasis on selection of Douglas-fir, Western white pine, and Western Larch to prune when appropriate.
   b. Older/taller trees that can't meet the 50% crown shall be chosen as select prune trees.

C. In the Shaded Fuel Break Unit (Unit 1), all leave trees will be pruned.

D. Limbs will be cut at the branch collar and at right angles to the trunk leaving a ¼" collar on the limb to prevent damage to the bole of the leave tree.

E. Limbs must be cleanly cut off and not broken or otherwise wrenched from the tree.

F. The cambium layer around the bole of the tree shall not be torn, cut, or damaged as a result of the pruning operation.

G. Slash resulting from the pruning operation shall be lopped and scattered such that the maximum height of said slash does not exceed 2 feet in height. Under no circumstances shall slash be left "haystacked" against the bole of the tree.

SECTION I-C: UNIT COMPLIANCE INSPECTION AND PAYMENT

C-01 Determination of Payment

Compliance and payment for work performed will be based on the following:

A. Work completed to boundaries (see Clause B-02). If work extends beyond unit boundaries, charges may be levied against the Contractor by the DNR for damages suffered, or other parties suffering damages.

C-02 Determination of Satisfactorily Completed Work

Satisfactorily completed work will be determined using the following criteria:

A. The Compliance Forester will establish circular plots, generally either 1/20th acre (26.3 foot radius horizontal distance) or 1/100th acre (11.8 foot radius horizontal distance), to check contract specifications compliance and as a basis for determining satisfactory quality.

B. The Compliance Forester will attempt to measure a minimum of two (2) plots for each five (5) acres accomplished.

C. The Compliance Forester will determine acceptable spacing and number of trees per acre as specified in the Unit Description Table for the unit based on the following Per Acre Zone of Acceptance:

PER ACRE ZONE OF ACCEPTANCE			
	Number of Crop Trees		
Spacing	Minimum	Average	Maximum
11' x 11'	330	360	380
12' x 12'	273	303	320
13' x 13'	228	258	278
14' x 14'	192	222	242
15' x 15'	164	194	214
16' x 16'	140	170	190
17' x 17'	121	151	171
18' x 18'	104	134	154
19' x 19'	100	121	140
20' x 20'	90	109	120
30’ x 30’	42	48	54
4 trees @ 40’	90	109	120

D. The required number of "crop trees" per acre must fall between the maximum and minimum as listed in the Per Acre Zone of Acceptance and as specified by spacing in the Unit Description Table, or Work on the Unit will be considered unsatisfactory.

Example: In a 12' x 12' spacing basis, every 1/50th acre plot should contain 5 to 7 properly selected crop trees except for gaps (Clause C-02).

C-03 Unsatisfactory Work Compliance

The DNR Representative will inspect the contract work to determine if treatment is satisfactory. The Contractor will be notified of any unsatisfactory unit(s) or parts thereof.

A. Removal of crop trees or poor selections of crop trees for any reason is defined as stand damage.

B. If overcutting of acceptable crop trees leaves a maximum treeless space (example dimensions shown below) on one-half (1/2) of the compliance plots installed, or if any one such gap exceeds three times the spacing requirement, the work on that unit will not

be paid for. More severe damage will result in cancellations of the contract and forfeiture of the performance/damage deposit.

	Maximum Treeless
Spacing (ft.)	**Space Permitted (ft.)**
11' x 11'	22' x 22'
12' x 12'	24' x 24'
13' x 13'	26' x 26'
14' x 14'	28' x 28'
15' x 15'	30' x 30'

C. If undercutting occurs according to the contract specification, payment will be withheld on the unsatisfactory unit(s). The Contractor shall return at no additional expense to the DNR, and re-treat unsatisfactory unit(s) or parts thereof. In the event the contract is terminated for unsatisfactory performance, payment will be made as set forth in Clause C-05 below for work satisfactorily completed.

D. All undercutting work must be corrected to the satisfaction of the DNR Representative before work may be performed in any other portion of the unit or other units.

C-04 Payment shall be made as follows:

Payment may be made by the month, unit or by one total payment. Details of payment schedule will be determined 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 obligations to adhere to the schedule of payments so arranged.

C-05 Partial payment

Partial payment may be made upon completion of part of a unit as determined by the DNR. Request for partial payment is to be made by the Contractor utilizing the Contractor's Billing Invoice and Compliance Report provided by the DNR. The Contractor or contract representative identified during pre-work conference (Clause A-19) shall sign the Contractor's Billing Invoice and Compliance Report after completion of each such "sub-unit" being submitted for payment. The DNR Representative will then make payment recommendations for the invoice and forward the Contractor's Billing Invoice and Compliance Report to the DNR's Region office for processing.

A. Contractor or contract representative and the DNR Representative shall sign the Contractor's Billing Invoice and Compliance Report form at the conclusion of work on each unit. Final payment will not be made to the Contractor unless the Contractor's Billing Invoice and Compliance Report form are signed by the Contractor or contract representative and the DNR Representative, and "final" payment is designated thereon.

B. If a unit's contract acreage is disputed the Contractor may upon completion of the unit request a verification traverse by the DNR; the request must be in writing and signed by the Contractor. The DNR will pay the Contractor based on acres determined from the verification

traverse. If the verification traverse indicates the net acres specified in the Unit Description are correct within plus or minus five percent (5%) the Contractor shall pay the cost of the verification traverse at a rate of ten dollars ($10.00) per one hundred (100) feet of traversed boundary.

C-06 Liquidated damages

Damages will be assessed for any and all delays extending beyond the final contract completion date according to the following schedule based on growth losses resulting from delays. Delays beyond the Contractor's control, resulting from Acts of God, and/or shutdowns or delays imposed by the DNR because of fire conditions, weather, threat of insect damage, conflict with other operations, and labor strikes will not count toward the contract time period, and lieu-time extending beyond the original completion date will be earned for such delays.

Schedule of Liquidated Damages

	High Site (S.I. 110+)	Low Site (S.I. 110 and below)
Lost Growth Value per acre per season*	$10/Ac/Yr	$5/Ac/Yr
	$1.43/Ac/Mo	$.71/Ac/Mo

Note: Ages less than 10 years deduct 33%
Ages 10-14 use full value
Ages 15-19 years deduct 33%
Ages 20 years + deduct 66%

*Season refers to growing season. Defined as March 15 through October 15, a total of seven (7) months. Proration for parts of the year will be from mid-month to mid-month, 1/7 of the total above per monthly period, based on whole months only. No damages will be assessed for extension or delays outside the growing season.

SECTION II-A: UNIT DESCRIPTION

Unit Name	Acres	Average Slope (%)	Elevation	Fire Zone	Est. Current TPA	Leave Tree Priority Order	Thinning/Pruning Method	Max Conifer DBH Cut Limit (inches)	Min Conifer Cut height (feet)	Associated Treatments	Notes
1	60	28	2200-3500	675	350	1-PP, 2-DF, 3-GF	Simple Spacing and Pruning (Shaded Fuel Break)	7”	1.0’	1. Cut conifers according to species preference, size, and spacing guidelines (30x30ft) in contract specs.	Stocking and slope are variable across the unit. Estimated TPA ranges from 0 to 2000 and estimated slope ranges from 0 to 80%.
										2. Prune 100% of leave trees.	
										3. Lop and scatter all slash outside of shaded fuel break to contract specs.	
										4. Cut brush and hardwood shrubs, and scatter outside of shaded fuel break to contract specs.	
2	203	34	2500-3500	675	500	1-PP, 2-DF, 3-GF	Simple Spacing and Pruning	7"	1.0'	1. Cut conifers according to species preference, size, and spacing guidelines (30x30ft) in contract specs.	Stocking and slope are variable across the unit. Estimated TPA ranges from 0 to 2500 and estimated slope ranges from 0 to 95%.
										2. Prune 50% of leave trees to contract specs.	
										3. Lop and scatter all slash six feet from leave trees to contract specs.	
3	69	46	2244-3000	675	675	1-PP, 2-DF, 3-GF	Simple Spacing and Pruning	7"	1.0'	1. Cut conifers according to species preference, size, and spacing guidelines (30x30ft) in contract specs.	Stocking and slope are variable across the unit. Estimated TPA ranges from 15 to 2300 and estimated slope ranges from 0 to 85%.
										2. Prune 50% of leave trees to contract specs.	
										3. Lop and scatter all slash six feet from leave trees to contract specs.	

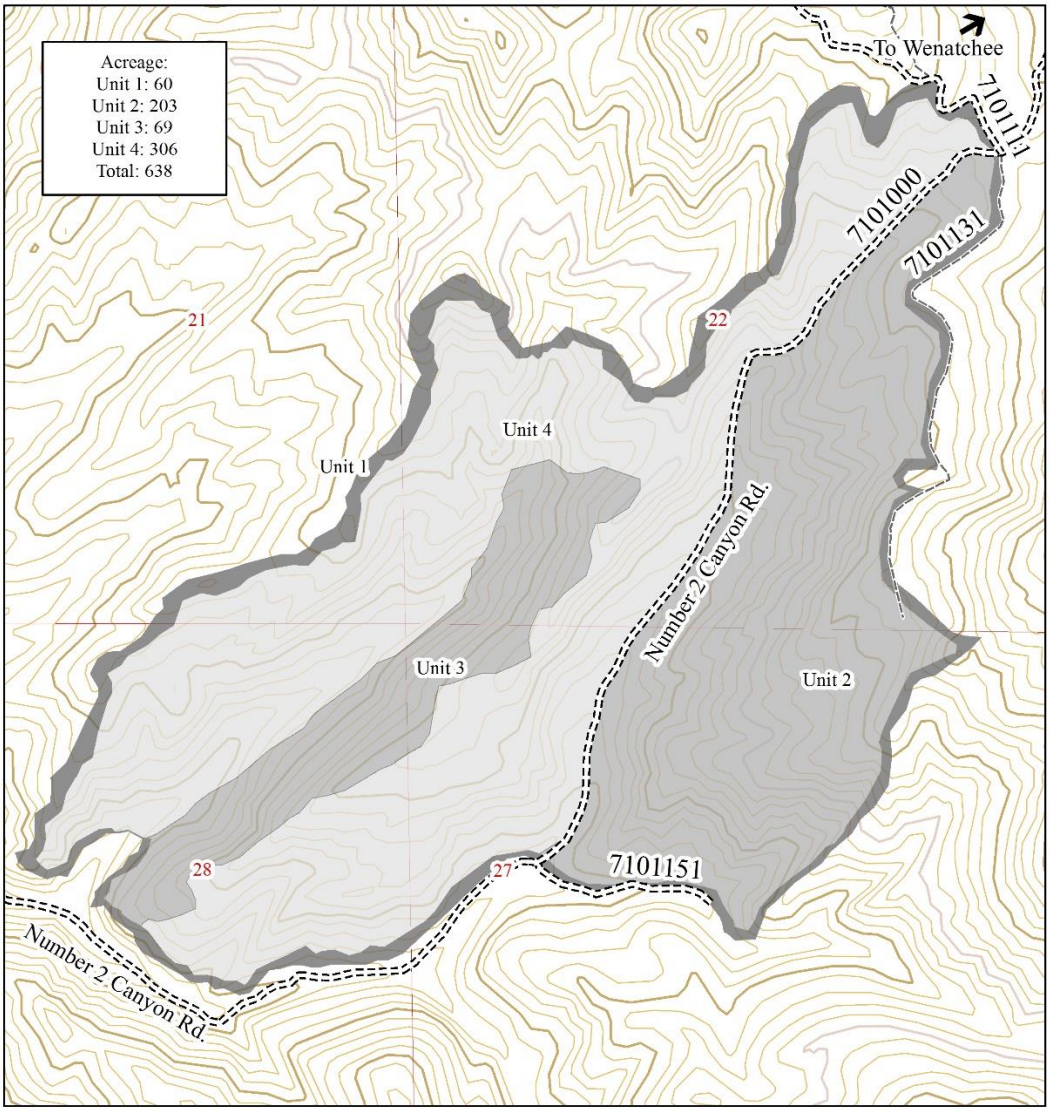
4	306	34	2200-3500	675	275	NA	Pruning	NA	NA	1. Prune 50% of leave trees to contract specs.	Stocking and slope are variable across the unit. Estimated TPA ranges from 0 to 2400 and estimated slope ranges from 0 to 100%.
										3. Lop and scatter all slash six feet from leave trees to contract specs.	

SECTION II-B: UNIT MAPS

FUELS REDUCTION PLAN MAP

PROJECT NAME: Number 2 Canyon
CONTRACT #: 1827
TOWNSHIP(S): T22R19E

NATIONAL FOREST: Okanogan-Wenatchee
COUNTY: Chelan
ELEVATION RANGE: 2200-3500



0 0.25 0.5 1 Miles 1:13,000 All land Federal (USFS) unless otherwise noted.

Road Closed to Motorized Use
Road, Not Maintained for Passenger Car
Gravel Road, Suitable for Passenger Car
Prune and Scatter
Thin, Prune, Scatter
Shaded Fuel Break - Thin, Prune, Scatter
Survey - Section Lines
N

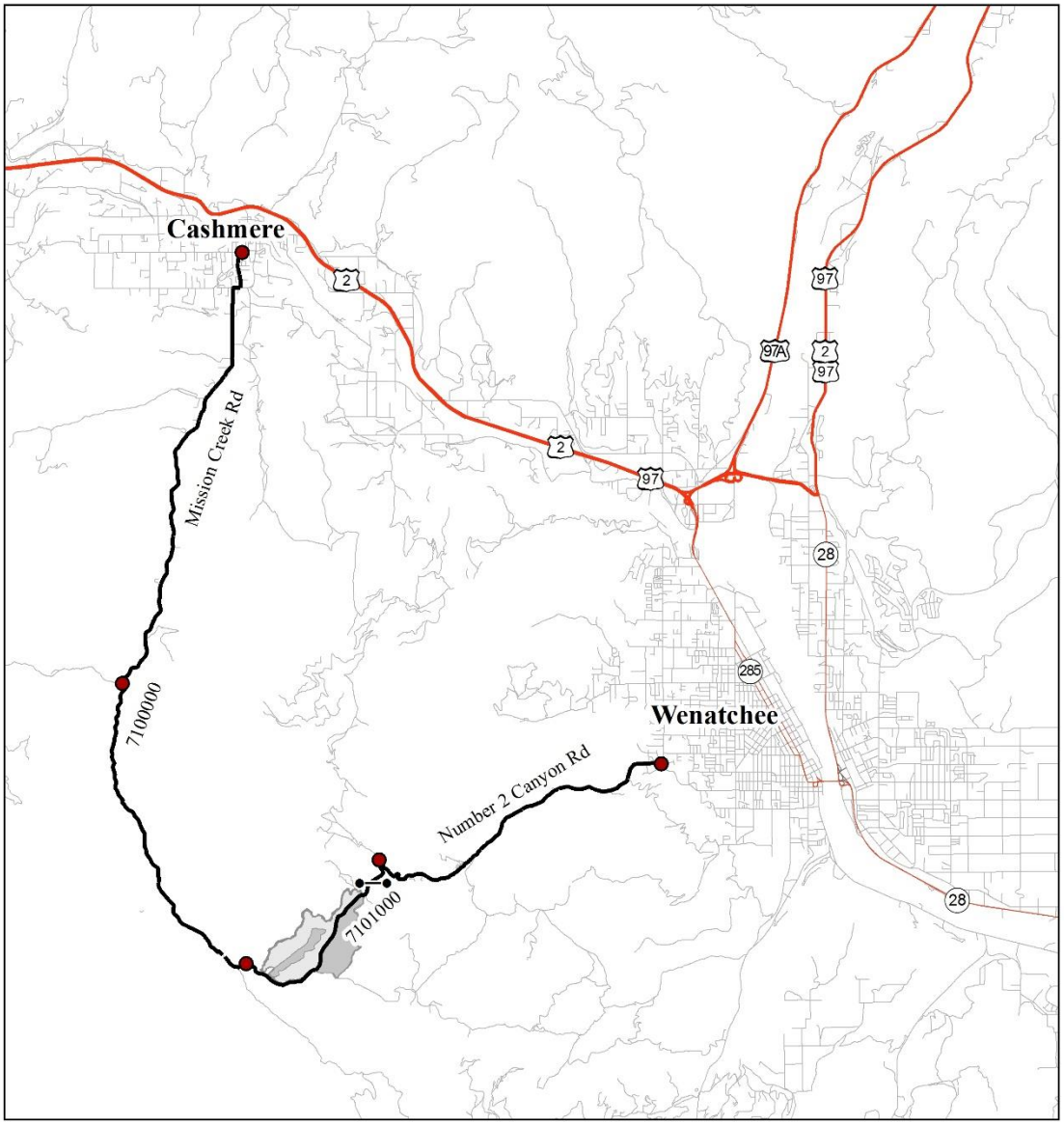
Prepared By: emer490

Modification Date: 06/30/2020

SECTION II-C: DRIVING MAP

FUELS REDUCTION DRIVING MAP

PROJECT NAME:	Number 2 Canyon	**NATIONAL FOREST:**	Okanogan-Wenatchee
CONTRACT #:	1827	**COUNTY:**	Chelan
TOWNSHIP(S):	Sections 21, 22, 27, 28 of T22R19E	**ELEVATION RANGE:**	2200-3500



0 2.5 5 10 Miles 1:125,000

- Gate (USFS)
- Turn Point
- Driving Route
- Highway
- Other Road

DRIVING DIRECTIONS:
From Wenatchee, navigate to Number 2 Canyon Rd. Continue for 5.0 miles, then turn left onto NF 7101-000/Number 2 Canyon Rd. Continue 0.5 Miles to Forest Service Gate. Road continues through unit to meet Mision Creek Rd.
From Cashmere, navigate to Mission Creek Rd and continue south for 6.0 miles. Continue onto NF-7100-000/Mission Creek Rd for 4.3 miles, then slight left onto NF 7101-000 to enter units.
Number 2 Canyon Rd is closed on USFS Property from December 1st to April 15 for winter mule deer habitat.

N

Prepared By: cmcr490

Modification Date: 06/30/2020

SECTION III: CONTRACT SIGNATURES PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR	STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES
Signature Date	Signature Date
Name	Name
Title	State Forester Title
Address	Address
Telephone	Telephone

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 Certifications (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

Name
Address
Contact phone number(s)
Fax
Email

_____

Authorized Representative Signature and Date

EXHIBIT 2-C: BIDDER CERTIFICATIONS AND ASSURANCES

INVITATION FOR BID (IFB) # 1827:
Hazardous Fuels Reduction 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 CERTIFICATIONS

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 **AUGUST** Day **21st** Year **2020**

SOLICITATION NO.: _**1827**__

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

EXHIBIT 2-D BIDDER CERTIFICATIONS (continued)

RESPONSIBLE BIDDER CRITERIA – WORKER'S RIGHTS EXECUTIVE ORDER 18-03

Pursuant to the Washington State Governor's Executive Order 18-03 (dated June 12, 2018), the Washington State Department of Natural Resources is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

SOLICITATION DATE: Month **AUGUST,** Day **21st,** Year **2020**

SOLICITATION NO.: __**1827**__

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

☐ **NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES**. This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

☐ **MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES**. This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

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, QUOTATION AND/OR PROPOSAL

_____
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

EXHIBIT 2-E: BIDDER REFERENCES

INVITATION FOR BID (IFB) #1827

OKANOGAN-WENATCHEE NATIONAL FOREST HAZARDOUS FUELS REDUCTION 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.	
Contract #: DNR region: Type of Services Performed:	Contract #: DNR region: Type of work:

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

EXHIBIT 2-E BIDDER REFERENCES (continued)

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

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

EXHIBIT 2-F: CONTRACTOR'S DECLARATION OF INDUSTRIAL INSURANCE STATUS

INVITATION TO BID NUMBER ____1827___
(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 _____

Signature _____

Title _____

Address _____

City and State _____

Business Phone _____

Home Phone _____

Email Address _____

Labor & Industries Account # _____

Washington Business License # _____

Additional Signatures _____

_____

_____

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 #1827. 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.)

_____
(L & I Industrial Insurance Account No.)

_____
(Farm Labor Contractor License No.)

_____
(Federal I.D. No.)

_____
(Email address)

By: _____
(Signature) (Date)

_____
(Typed or Printed Name)

_____
(Title)

_____
(phone No.)

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

Invitation to Bid #1827 is hereby awarded to _____

State of Washington,
Department of Natural Resources

By: _____

(Signature) (Date)

Marcea Kato

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 # 1827
Hazardous Fuels Reduction 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 #1827

Item Number	Item Name	Acres	Bid Price Per Acre	Item Total
1	Unit 1	60		
2	Unit 2	203		
3	Unit 3	69		
4	Unit 4	306		
	Total Acres:	638	**Total Bid Price:**	**$**

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

Bidder's Name:

Signature:_____

Title:: _____

Company:_____

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