



INVITATION FOR BID (IFB) #3056: South Okanogan Tree Planting with Herbicide Spot Application Contract Northeast Region

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

BID PROCEDURES

Bid Delivery

The bidder shall prepare one complete bid 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:

Phil Anderson, Northeast Region Intensive Management Forest
(509) 685-2734
Phil.Anderson@dnr.wa.gov

Bids will be accepted until 10:00AM, (PST), on March 11, 2022, 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:

Mailing address:

Washington State Department of Natural Resources
Ken McNamee
Northeast Region Manager
225 S. Silke Road
Colville, WA 99114

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

Lower left corner: South Okanogan Tree Planting and Herbicide Spot Application
Invitation to Bid #3056

Bidders choosing to mail proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the Bid Coordinator. Bidders assume the risk for the method of delivery chosen. The DNR assumes no responsibility for delays caused by any delivery service. Any direct hand deliveries of Bid Documents should be sealed and prepared as described above, and delivered to the DNR Region Office during regular business hours (Monday through Friday 8:00am-4:30pm).

Offer to Contract

Your Invitation for Bid is a solicitation to offer to contract with the DNR. 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:

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 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

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

Registration with the Statewide Payee Desk

Payments on this Invitation for Bid can only be paid out to contractors who are registered with the State of Washington Statewide Payee Desk. Please follow the link for instructions on how to register <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>

Or contact:

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

Special Remarks

Term of contract: Monday, March 28th, 2022 to Friday, May 27th, 2022.

Proof of Valid Pesticide Licence: Contractor shall submit copies of all valid pesticide operators and/or applicators Licences.

Location of seedlings: Seedlings will be positioned at the Omak Work Center located at the Omak Airport.

Logistical details: Questions pertaining to access, easement use, gates, planting units and other logistical details can be answered by contacting **Jake Townsend at (509) 826-7316, or (509) 429-0545**. Oral explanations, interpretation, or instructions given before the award will not be binding.

Hospitals: It is the contractor’s responsibility to identify appropriate hospitals for any emergency care required. The following is a courtesy list and should be verified by any potential contractor.

HOSPITAL NAME & ADDRESS	PHONE	LATITUDE	LONGITUDE
Mid Valley Hospital 810 Jasmine Street Omak, WA 98841	509-826-1760	N 48° 23.804'	W 119° 32.982'
North Valley Hospital 203 S Western Ave Tonasket, WA 98855	509-486-2151	N 48° 42.463'	W 119° 26.317'
Central Washington Hospital 1201 South Miller Street Wenatchee, WA 98801	509-662-1577	N 47° 24.479'	W 120° 19.220'

EXHIBIT 1: Draft Contract



Northeast Region

South Okanogan District Tree Planting with Herbicide Spot Treatment

Contract Number #3056

Contract Digest: TREE PLANTING

- Definitions

SECTION I – CONTRACT CLAUSES

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

SECTION II – MAPS AND UNIT INFORMATION

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

SECTION III – CONTRACT SIGNATURES PAGE

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION I-A: GENERAL PROVISIONS

A-01 Contractor's Warranty

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

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

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

A-02 Modifications

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

A-03 Contract Complete

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

A-04 Road Easement and Road Use Permit Requirements

Contractor agrees to comply with the terms and conditions of any easements or road use permits for roads associated with this project.

A-05 Scope of DNR Advice

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

A-06 Performance Security

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

any time DNR decides that the security document or amount has become unsatisfactory, Contractor agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to DNR or to supplement the amount of the existing security.

A-07 Contract Cancellation

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

A-08 Attachments

The following attached documents are hereby incorporated by reference:

- A. Invitation for Bid #3056 including final Bid Documents (Exhibit 2) with signatures
- B. Work Schedule: March 28, 2022 to May 27, 2022; Monday-Friday unless otherwise approved in writing by the Compliance Forester.
- C. DNR Pesticide Application Form, or WSDA Pesticide Application Record
- D. List of Nearby Hospitals

2) HOSPITAL NAME & ADDRESS	PHONE	LATITUDE	LONGITUDE
Mid Valley Hospital 810 Jasmine Street Omak, WA 98841	509-826-1760	N 48° 23.804'	W 119° 32.982'
North Valley Hospital 203 S Western Ave Tonasket, WA 98855	509-486-2151	N 48° 42.463'	W 119° 26.317'
Central Washington Hospital 1201 South Miller Street Wenatchee, WA 98801	509-662-1577	N 47° 24.479'	W 120° 19.220'

A-09 Compliance with all Laws

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

A-10 Licenses and Permits

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

A-11 Indemnity

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

A-12 Insurance Coverage

Before using any of said rights granted herein and its own expense, CONTRACTOR shall purchase and maintain

the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

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

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

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

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

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

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

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

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

ADDITIONAL PROVISIONS:

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

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

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

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

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

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

A-13 Safety Compliance

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

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

A-14 Venue

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

A-15 Dispute Resolution

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

- A. Any concerns or disputes which Contractor has relating to this contract shall first be brought to the attention of the Compliance Forester.

- B. If the Compliance Forester is unable to resolve the dispute to Contractor's satisfaction, Contractor will notify the Contract Manager in writing of its dispute with specificity. The Contract Manager will review and provide a written suggestion for resolution within ten (10) business days.
- C. If Contractor is not satisfied with the Contract Manager's response, it will notify the Region Manager in writing of its dispute. The Region Manager will review and set a meeting with Contractor within fifteen (15) business days, unless Contractor agrees to a longer period. After the meeting, the Region Manager will provide a written response.

A-16 Subcontracting

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

A-17 Nondiscrimination

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

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

A-18 Pre-Work Conference

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

A-19 Purpose of the Pre-Work Conference

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

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

A-20 Work Delay

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

A-21 Non-conformances with Work Schedule

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

A-22 Work Days

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

A-23 Breach of Contract

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

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

A-24 Default of Contract

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

A-25 Washington State Forest Fire Protection Requirements

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

[Revised Code of Washington Chapter 76.04](#)

A-26 Inspection

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

A-27 Spark Arresters

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

A-28 Open Fires

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

A-29 Removal of Merchantable Products

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

A-30 Garbage

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

A-31 Camping

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

A-32 Abbreviations

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

A-33 Term of Contract

The term of this contract is from March 28th, 2022 to May 27th, 2022. The contract shall not be extended without written permission from the DNR Region Manager.

A-34 State Suspends Operation

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

A-35 Harassment

Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-007 Harassment Prevention:

https://www.dnr.wa.gov/publications/em_PO01-007_harassment_prevention.pdf

SECTION I-B: SPECIFICATIONS FOR THE ACTIVITY

Contractor shall transport and plant Seedlings as described below.

B-01 Workers, Supervision, and Equipment

Contractor shall provide:

- A. A minimum crew size of 10 workers, and a maximum crew size of 20 workers, unless otherwise approved by the Compliance Forester;
- B. Adequate crew supervision, including at least one qualified non-planting, English speaking foreperson per crew, unless otherwise allowed by the Compliance Forester. The foreperson must have one season (at least three (3) months) of tree planting experience. Documentation of a foreperson's experience shall be provided to DNR upon request;
- C. A vehicle that ensures Seedlings shall be transported to the Unit in a covered, unheated compartment, such as an enclosed truck or pickup with canopy. Tarps are not acceptable covering for transport. Shelving or sufficient floor space shall be available so that containers of Seedlings are not stacked more than five high without intermediate support;
- D. Planting shovels for each worker, with minimum blade dimensions of five (5) inches wide and eleven (11) inches long for most Seedling species. Shovel blades shall be at least five (5) inches wide and twelve (12) inches long for red alder Seedlings; and
- E. Planting hoedads may be used with minimum blade dimensions of four (4) inches wide and fifteen (15) inches long for most Seedling species; and
- F. A combination of hoedads and shovels of the above specifications may be used as approved by the Compliance Forester.
- G. A licensed Commercial Operator or Applicator in the work area when herbicide is being applied.
- H. Serviceable equipment to satisfactorily accomplish treatment of acres described in the Unit Description. Said equipment shall include backpack sprayers equipped with MeterJet calibrated spray attachments equipped with solid cone nozzles.
- I. All safety equipment needed to meet all legal requirements for the Work.
- J. All approved herbicides for the Work and carrier as specified in the Unit Description(s).
- K. Liquid coloring agent if specified in the Unit Description(s). Liquid coloring agent shall be "BullsEye" (blue or red) manufactured by Milliken Chemicals; an equivalent product may be substituted if approved in writing by DNR.

B-02 Boundaries

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

B-03 Seedling Supply

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

B-04 Substitution of Type of Seedling Stock Types

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

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

Table 1: Substitution of Seedling Stock Types

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

B-05 Weather Conditions

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

- A. Air temperature of less than 32 degrees F (32°F) or greater than 65 degrees F (65°F);
- B. Wind velocity greater than twenty (20) miles per hour;
- C. Soil frozen more than one-half (1/2) inch deep;
- D. Snow cover greater than two (2) inches; or
- E. Less than 30 percent Relative Humidity (RH).

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

B-06 Seedling Care During Transportation and Handling

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

- A. Containers of Seedlings shall be carefully handled at all times. No throwing, dropping, crushing, etc.;
- B. Containers of Seedlings shall be shaded from the sun with a reflective tarp and shielded from winds.
Contractor shall have water available on-site for dipping Seedling roots prior to being placed in the planting

bags. At the Compliance Forester's verbal request, Seedling roots shall be moistened with water and/or planting bags lined with damp packing material;

- C. Containers of Seedlings shall be stored in a manner that will provide air circulation around each container. When containers are stored in snow banks, snow shall be placed around each container;
- D. Seedlings will be distributed to the workers so that no more than one container per Seedling stock type will be open at the assembly point at one time;
- E. Opened containers of Seedlings shall be immediately resealed. Contractor shall supply tape and/or stapler to reseal and have them available on the Work site at all times;
- F. Seedlings carried by a worker shall be in a planting bag and arranged for easy removal of one Seedling at a time. Planting bags shall not be overfilled. Seedlings should be placed in planting bags without shaking or removing soil from the roots. Seedlings should be placed in the planting bag by cupping the roots and guiding the roots into the bag. Seedlings should not be grabbed at the root collar and stuffed into the planting bag;
- G. Seedlings shall not be removed from the planting bag before a planting hole has been prepared;
- H. Seedlings shall be planted as received without pruning or culling, unless directed to do so by the Compliance Forester;
- I. If mold, dry roots, freezing, drying, or evidence of other injury is observed on any Seedlings, Contractor shall cease planting such damaged Seedlings, and the condition shall be immediately reported to the Compliance Forester. If available, other Seedlings shall be used until the Compliance Forester has decided whether or not the damaged Seedlings can be planted;
- J. At the end of the Work day, Seedlings which have been distributed but not planted shall be sealed and returned to the cooler; and
- K. Contractor shall keep Seedlings free from damage at all times, including but not limited to: drying, heating, smothering, freezing, drowning, or mechanical injury.

B-07 Spacing and Number of Seedlings

Contractor shall plant Seedlings as follows:

A. Total Seedlings Per Acre

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

B. Seedlings Per Acre by Species

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

C. Average Spacing

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

D. Minimum Spacing

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

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

Acceptable previously planted or natural Seedlings are conifer Seedlings which are at least six (6) inches tall, well formed, and vigorous.

E. Variation to Average Spacing

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

B-08 Line Planting Method

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

B-09 Satisfactorily Planted Seedlings

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

A. Preparation of Planting Spot

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

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

B. Unplantable Spots

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

C. Planting Hole Location and Excavation

The planting hole shall be located and excavated as follows:

1. The planting hole shall be located in mineral soil and as near the center of the Planting Spot as is practicable;
2. Where possible, the planting hole shall be located near stumps, logs, dead brush, or other dead shade to provide protection from animal damage, winds, and solar radiation; and

3. The planting hole shall be vertical, broken out on three sides, and shall be wide and deep enough to fully accommodate the roots of the Seedling being planted.

D. Seedling Placement in Planting Hole

Seedling placement in the planting hole shall be as follows:

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

B-10 Seedling Waste by Contractor

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

B-11 Special Planting Requirements

A. Starting Date for Work

Contractor shall begin Work on March 28, 2022, unless alternative plans are approved by the Contract Manager, or the Compliance Forester anticipates Seedling supply issues (Clause B-03) or unfavorable weather conditions (Clause B-05).

B. Interplanting

Some Unit(s) will require interplanting among previously planted Seedlings and/or residual overstory trees. These Unit(s) are noted on the Unit Description (Section II-A). In these Unit(s), Seedlings shall not be planted underneath the tree crown or within the drip line of reserve trees greater than ten (10) inches Diameter at Breast Height (DBH).

C. Inspection Plots to be Installed by Contractor Foreperson

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

D. Herbicide Application Requirements

Contractor shall be responsible for all of the following:

- a. Mixing and applying herbicide on site as per the Unit Description(s).
- b. Upon request, providing a sample of the herbicide solution being applied as treatment.
- c. Keeping written English language records of each day's application work, including the specific location of areas treated with herbicide and the method of placement. The records to be kept shall

be as per DNR's "Chemical Application Record". Contractor shall provide DNR with such records prior to payment for Work completed, or at any time earlier if requested by DNR.

- d. Ensuring that Cone nozzle are held shoulder high in order to produce a consistent sprayed circle of five feet.
- e. Keeping herbicide from contacting conifer trees not being planted.
- f. Marking treatment strips, spots, stems, or clumps with flagging and/or semi permanent marker as specified in Pre-Work Conference.
- g. Properly disposing of all herbicide solutions, residues and empty containers in accordance with applicable laws.
- h. Refraining from applying herbicide to DNR designated buffer areas.
- i. Immediately removing any debris or soil deposited in ditches, culverts, or roadways.
- j. Avoiding any activities that will result in excessive deterioration of ditches, culverts, or roadways.

SECTION I-C: UNIT COMPLIANCE INSPECTION AND PAYMENT

C-01 Field Inspections

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

C-02 Inspection Plots

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

A. Planting Spots

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

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

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

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

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

B. Seedlings Planted

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

C. Satisfactorily Planted Seedlings

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

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

D. Wasted Seedlings

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

C-03 Seedling Planting Performance Rating

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

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

C-04 Determination of Payment by Unit

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

A. Satisfactory Planting Performance

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

B. Unsatisfactory Planting Performance

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

C. Rate of Pay

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

D. Reduction in Payment

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

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

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

C-05 Payment Examples

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

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

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

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

C-07 Re-work of Unsatisfactory Units

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

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

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

C-08 Payment Schedule

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

A. Partial Payment

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

B. Unit Completion Form

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

C. Verification Traverse

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

SECTION II-A: UNIT DESCRIPTION

INSTRUCTIONS: Fill out one row per Seedling species per Unit to be planted. For any Unit where multiple Seedling species are to be planted over a contiguous area within a Unit, only enter the Unit Information on the first row.

Unit Information												Species Information						Additional Requirements (i.e., number of pre-netted Seedlings, etc.)
Unit #	Work Area	Unit Name	Elevation (feet)	Gate ?	Key #	Inter Plant Unit ?	Acres to Treat	Total Seedlings per Acre	Average Spacing (feet)	Minimum Spacing (feet)	Maximum Seedlings per Inspection Plot	Seedling Species	Stock Type	Seedlings per Acre by Species	Total Trees by Species			
1	S. Okanogan	Neon TS U4	3500	Y	Hurd	Y	75	155	17	15	3	PP	P+0	105	7903			
												WL	P+0	50	3715			
2	S. Okanogan	Neon TS U5	3500	Y	Hurd	Y	56	156	17	15	3	PP	P+0	56	3193			
												WL	P+0	100	5642			
3	S. Okanogan	Neon TS U6	3500	Y	Hurd	Y	72	154	17	15	3	PP	P+0	55	3940			
												WL	P+0	99	7141			
4	S. Okanogan	Neon TS U7	3500	Y	Hurd	Y	49	156	17	15	3	PP	P+0	56	2786			
												WL	P+0	100	4818			
5	S. Okanogan	Neon TS U9	3700	Y	Hurd	Y	36	156	17	15	3	PP	P+0	56	1998			
												WL	P+0	100	3624			

Application Requirements:

- Herbicide mixes shall be applied as a directed spot spray treatment by backpack sprayers equipped with MeterJet calibrated spray attachments equipped with solid cone nozzles.
- MeterJet calibrating cylinder is to be set at 12 ml of liquid per trigger pull.
- Cone nozzle is to be held shoulder high to produce a consistent sprayed circle of five feet.
- The maximum acceptable ratio of tree planters to chemical applicators shall be 2 planters to one chemical applicator.
- Contractor shall submit completed chemical application records for each unit within 24 hours of unit completion.
- BullsEye: Mix at 0.5 oz/gallon

Mix	Product	EPA Registration #	Active Ingredient	A.I. Concentration	Carrier	Rate (Product/Acre)	Trees	Product
1	Oust	352-392	Sulfometuron-methyl	.213 oz Oust per gal water	Water	1.5 oz per acre	44,760	1.89 lbs
1	BullsEye			0.5 oz/gallon	Water			.23 gal

Allowable Substitutes:

- Oust: None Permitted
- BullsEye: An equivalent approved by Contract Manager.

For questions concerning this contract call NE Region Intensive Management Forester Phil Anderson (509-684-7474).

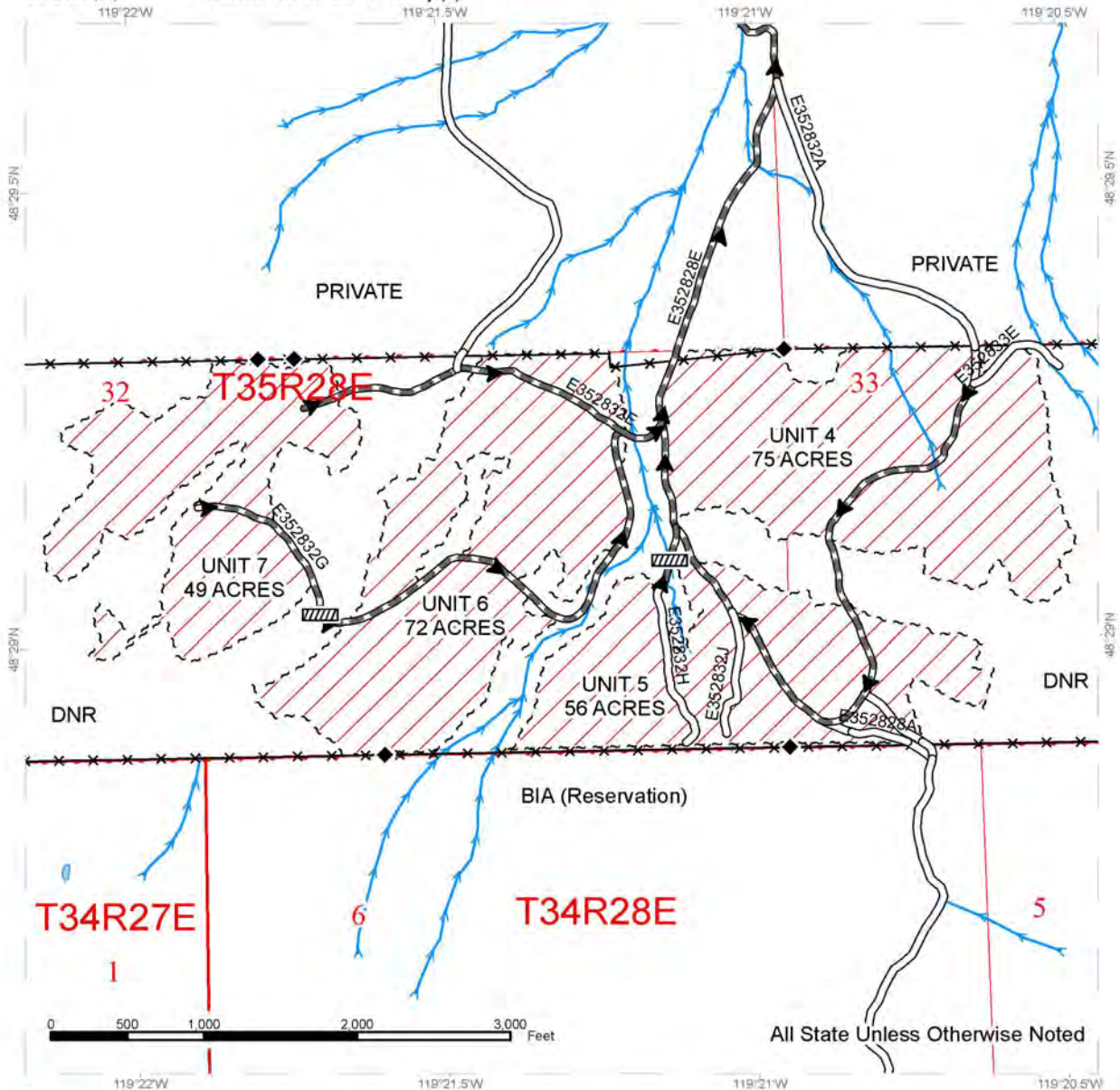
Unit Forester in charge of South Okanogan contract administration is Jake Townsend (509) 429-0545.

SECTION II-B: UNIT MAPS

TIMBER SALE MAP

SALE NAME: Q NEON TS
AGREEMENT #: 30-099298
TOWNSHIP(S): T35R27E, T35R28E, T36R28E
TRUST(S): Common School and Indemnity (3)

REGION: Northeast Region
COUNTY(S): Okanogan
ELEVATION RGE: 2520-4040



Public Land Survey Townships	Streams
Variable Retention Harvest	Survey Monument
Sale Boundary Tags	Culvert
Existing Roads	Fence
Required Pre-Haul Maintenance	
Haul_Route	

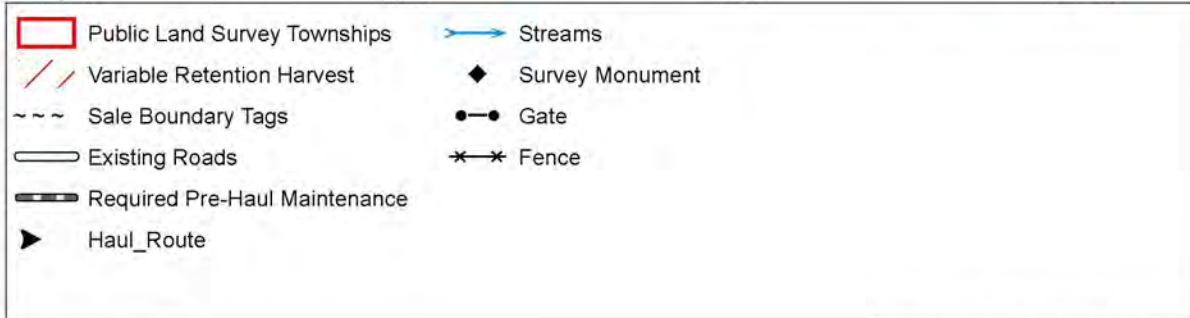
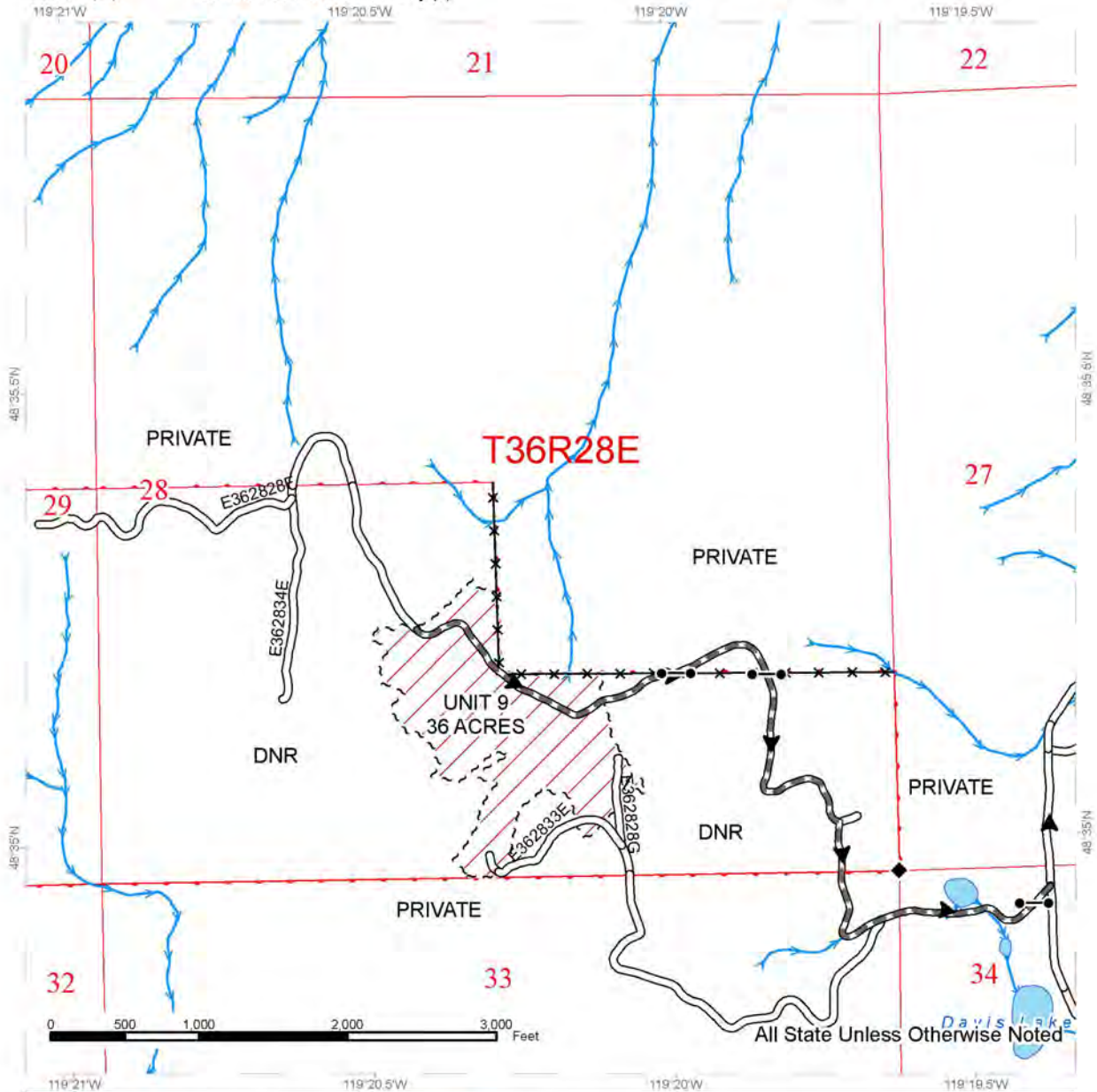
Prepared By: mlou490

Modification Date: mlou490 9/11/2019

TIMBER SALE MAP

SALE NAME: Q NEON TS
AGREEMENT #: 30-099298
TOWNSHIP(S): T35R27E, T35R28E, T36R28E
TRUST(S): Common School and Indemnity (3)

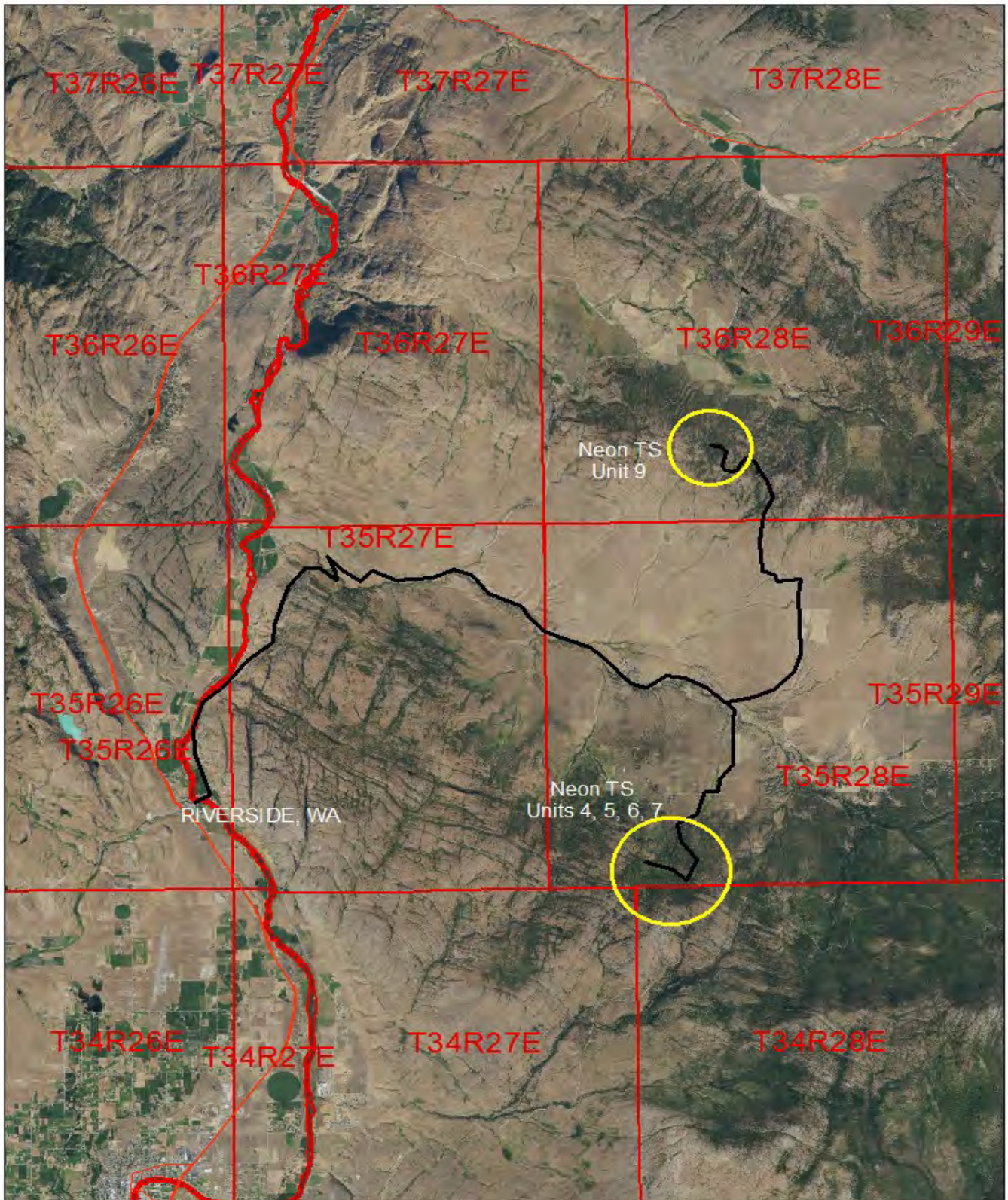
REGION: Northeast Region
COUNTY(S): Okanogan
ELEVATION RGE: 2520-4040



Prepared By: mlou490

Modification Date: mlou490 9/11/2019

SECTION II-C: VICINITY MAPS



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

Ken McNamee

Name

Title

Region Manager

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) # 3056:

South Okanogan Tree Planting and Herbicide Spot Application 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 February, Day 23, Year 2022

SOLICITATION No.: **3056**

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 February, Day 23, Year 2022

SOLICITATION No.: 3056

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) #3056

SOUTH OKANOGAN TREE PLANTING AND HERBICIDE SPOT APPLICATION 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 #:	Contract #:
DNR region:	DNR region:
Type of Services Performed:	Type of work:

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

Contact Name of Reference #1:	Contact's E-mail:
Contact's Phone Number:	Name of Bidder's lead 'foreperson' who is known to this Reference:
Time Frame of Services Provided:	Budget for Services Performed by Bidder:
Type of Services Performed:	
(This space reserved for AGENCY use)	

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 3056

(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 #3056. 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 #3056 is hereby awarded to _____

State of Washington,
Department of Natural Resources

By: _____
(Signature) (Date)

Ken McNamee, Northeast Region Manager

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

EXHIBIT 2-H: BID FORM

Invitation to Bid # 3056 South Okanogan Tree Planting and Herbicide Spot Application 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 1,000's of Trees by the Bid Price Per 1,000 Seedlings. 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 #3056. Seedlings will provided by DNR.

Item Number	Item Name	1,000's of Trees	Bid Price Per 1,000 Seedlings	Item Total
1	Neon TS U4	11.618		
2	Neon TS U5	8.835		
3	Neon TS U6	11.081		
4	Neon TS U7	7.604		
5	Neon TS U9	5.622		
Total Acres:		44.760	Total Bid Price:	\$

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

Bidder's Name: _____

Signature: _____

Title: _____

Company: _____

Note:
Detach and return this Section as per Invitation to Bid.
Bids will be accepted until 10:00am (PST) on March 11, 2022.