

# **INVITATION FOR BID (IFB) #3153**

# **Tree Planting Contract**

# **Pacific Cascade Region**

**TREATMENT ACRES: 2,063** 

Refer to the Maps and Unit Information section (Section II) in the included Draft Contact (Exhibit B) for detail on units needing treatment.

#### **BID DELIVERY:**

The Bidder shall prepare one complete bid packet for submission according to the Contents and Submittal Instructions (Section 3 of this IFB). In short, a complete packet includes fully filled out forms available in Exhibit A and photocopies of state/federal Farm Labor Contractors licenses. Section 3.2 provides a checklist describing the parts needed for a complete bid.

The completed bid packet may be delivered using the following methods:

- 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 consistent with Section 3.1.
- Via mail to the address listed in Section 3.1 in its own envelope addressed to Bid Coordinator.

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

BID DUE DATE: Bids will be accepted until 2:00 PM, (PST), on Monday, November 6, 2023

## **BID COORDINATOR:**

Jared Larwick, Pacific Cascade Region Intensive Management Forester (360) 635-1338 jared.larwick@dnr.wa.gov

Questions pertaining to this Invitation to Bid can be answered by contacting the Bid Coordinator.

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.

# **Special Remarks**

- **Term of contract:** 1/02/2024 to 4/19/2024
- Work start date: By 01/22/2024 unless weather prohibits starting, there are seedling supply issues or a work start date is in place and approved by the contract manager.
- Minimum crew size is 8 planters unless authorized differently by compliance forester.
- Potential bidders should review the entire contract prior to bidding. Potential bidders should especially review Section I-B: Specifications for the activity to ensure they can meet all contract requirements, restrictions, and to understand the scope of the work.
- No work on the following state holidays: 1/15/2024 (MLK Holiday), 2/19/2024 (President's Holiday)
- Location of Seedlings: Seedlings will be stored in the seedling cooler or in reefer trailers at the Pacific Cascade Region Office in Castle Rock, WA. Contractor shall load and transport seedlings to and from these locations daily per contract specifications.
- Preview maps detailing access roads, a temporary Discover Pass, and key may be picked up at the Pacific Cascade Region Office in Castle Rock. Please call PC region reception at 360.577.2025 if you plan to check out a key.
- Unit Access: It is highly recommended bidders preview all units before bid submittal.
- A prework conference is required once the award has been made and before starting work.
- To access electronic unit and vicinity map files, **CLICK HERE**

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

HOSPITAL NAME	ADDRESS	CITY	STAT	PHONE
			E	
Legacy Salmon Creek Hospital	2211 NE 139 <sup>th</sup> Street	Vancouver	WA	360.487.1000
PeaceHealth SW Medical Center	400 NE Mother Joseph PL	Vancouver	WA	360.514.2000
Skyline Hospital	211 NE Skyline Drive	White Salmon	WA	509.493.1101
Kittitas Valley Hospital	603 South Chestnut Street	Ellensburg	WA	509.962.9841
Oregon Health & Science University	3181 SW Sam Jackson Park	Portland	OR	503.494.7551
Hospital	Road			
PeaceHealth St. Johns Medical	1615 Delaware Street	Longview	WA	360.414.2000
Center				ER
				360.636.4818
Grays Harbor Community Hospital	915 Anderson Drive	Aberdeen	WA	360.532.8330
Ocean Beach Hospital	174 1 <sup>st</sup> Avenue	Ilwaco	WA	360.642.3181
Columbia Memorial Hospital	2111 Exchange Street	Astoria	OR	503.325.4321
Providence Centralia Hospital	914 S Scheuber Road	Centralia	WA	360.736.2803
Willapa Harbor Hospital	800 Alder Street	South Bend	WA	360.875.5526
Providence St. Peter Hospital	413 Lily Road NE	Olympia	WA	360.493.7289
Morton General Hospital	521 Adams Avenue	Morton	WA	360.496.5112
Harbor View Medical Center	325 9 <sup>th</sup> Avenue	Seattle	WA	206-744-3000

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# 1. INTRODUCTION AND SCHEDULE OF ACTIVITIES

## 1.1 PURPOSE

The Washington State Department of Natural Resources, hereafter called "Agency/DNR", is initiating this Solicitation for silvicultural land management services on state managed forestlands. Specific information on work requirements and locations can be found in the included Draft Contract (Exhibit B). Bidders are advised to examine the treatment units prior to submitting a bid.

Work to be performed and/or services delivered in the county(ies) of: Skamania, Clark, Cowlitz, Wahkiakum, Pacific

#### 1.2 SCOPE

The scope of this project includes tree seedling planting in DNR's Pacific Cascade Region.

# 1.3 MINIMUM QUALIFICATIONS

- A. Bidders must be licensed to do business in the State of Washington, or provide a commitment that it will become licensed to do business in Washington State prior to services rendered (if applicable):
  - All in-state vendors must be licensed in Washington State; for more information contact Washington <a href="Department of Licensing">Department of Licensing</a>.
  - Out-of-state vendors should seek guidance from the Washington <u>Department of Licensing</u> for specific requirements.
- B. Bidders must meet the required specifications as outlined in Exhibit B Solicitation Specifications Form.
  - Bidder's firm possesses a current year Washington State Farm Labor Contractors License and/or proof of application for license renewal for the subsequent year.
  - Bidder's firm possesses a current United States Department of Labor Farm Labor Contractors License and/or proof of application for license renewal for the subsequent licensing period.

Bidders who do not meet the minimum qualifications and/or the required specifications and qualifications as outlined in Exhibit B – Solicitation Specifications Form, will be rejected as non-responsive and will not receive further consideration. Any bid rejected as non-responsive will not be evaluated or scored.

#### 1.4 PERIOD OF PERFORMANCE

The term of the contract resulting from this solicitation shall be from the contract execution date through the end of the "Term of Contract", as defined in Section 1A of Exhibit B (Draft Contract). The Agency requires completion of all work prior to the termination of the period of performance.

# 1.5 ADDITIONAL SERVICES

DNR reserves the right to add additional services within the scope of this solicitation, and within twenty-four (24) months of the original product order date. If additional services are required, they shall be documented in amendments to the applicable contract document(s). There is no guarantee to the Contractor additional services will be ordered.

#### 1.6 BID COORDINATOR

The Bid Coordinator is the sole point of contact in the Agency for this procurement. All communication with the Agency regarding this solicitation shall be with the Bid Coordinator, as follows:

BID COORDINATOR	
NAME:	Jared Larwick
E-Mail Address:	jared.larwick@dnr.wa.gov
PHONE NUMBER:	(360) 635-1338

Any other communication will be considered unofficial and non-binding on the DNR. Vendors are to rely on written statements issued by the Bid Coordinator. Communication directed to parties other than the Bid Coordinator may result in disqualification of the Vendor.

All oral and written communications will be considered unofficial and non-binding on DNR. Vendors should rely only on written amendments issued by the Bid Coordinator. Vendors are encouraged to make any inquiry as early in the process as possible to allow DNR to consider and respond; however, no response is required from the Bid Coordinator. If a Vendor does not notify DNR of an issue, exception, addition, or omission, DNR may consider the matter waived by the Vendor for protest purposes. If Vendor inquiries result in changes to the solicitation, written amendments will be issued and posted on WEBS.

# 1.7 SCHEDULE OF PROCUREMENT ACTIVITIES

SCHEDULE OF PROCUREMENT ACTIVITIES	
ISSUE SOLICITATION	October 12,
DATE SOLICITATION IS POSTED IN WEBS	2023
PRE-PROPOSAL CONFERENCE	N/A
DATE SCHEDULED FOR PRE-PROPOSAL CONFERENCE IF APPLICABLE	IN/A
COMPLAINTS DUE	October 30,
DEADLINE FOR SUBMITTING UNRESOLVED ISSUES ABOUT THE PROCESS	2023
BIDS DUE AND EVALUATED	N. 1. 6
BIDS ARE GENERALLY EVALUATED IMMEDIATELY FOLLOWING THE	November 6,
CONCLUSION OF THE BID ACCEPTANCE PERIOD	2023
ANNOUNCE APPARENT SUCCESSFUL BIDDER	November 7,
Award Date	2023
HOLD DEBRIEFINGS	November 14,
DATE DEBRIEFING CONFERENCES TO BE HELD – IF REQUESTED	2023
BEGIN CONTRACT WORK	January 2,
DATE DNR EXPECTS THE WORK TO BEGIN	2024
THE AGENCY RESERVES THE RIGHT TO REVISE THE ABOVE SCHEDULE.	

If the Solicitation results in only one (1) Bidder and that Bidder is found responsive and responsible, the Agency reserves the right to accelerate the procurement schedule above.

# 2. GENERAL INFORMATION

#### 2.1 DEFINITIONS

Definitions for the purposes of this solicitation include:

**AGENCY** – Any state office or activity of the executive and judicial branches of state government, including state agencies, departments, offices, divisions, boards, commissions, institutions of higher education as defined in RCW 28B.10.016, and correctional and other types of institutions.

**AGENT** – Personnel authorized to act on behalf of the Agency for matters contained within.

**APPARENT SUCCESSFUL BIDDER** – Bidder whose bid provides the best value in meeting Agency needs and is selected to contract with DNR for the proposed solution, subject to completion of contract negations and execution of contract.

**AWARD DATE** – The announcement date of the Apparent Successful Bidder.

**BID, QUOTATION and/or PROPOSAL** – A formal offer, submitted by an individual or entity, in response to a solicitation issued for goods and/or services by the Agency.

**BIDDER** – An individual or entity who submits a bid in response to a solicitation issued for goods and/or services by the Agency.

**BUSINESS DAYS** – Monday through Friday, 8AM to 5PM, Pacific Standard Time, or, Pacific Daylight Time, Olympia, Washington, USA.

**CALENDAR DAY** – Midnight to midnight, any day of the week.

**CONTRACT** – An agreement between DNR and Contractor that includes terms and conditions, the solicitation, the bid, all appendices, and exhibits, associated Statements of Work (e.g. Services Contract or Purchase Order), and all amendments awarded pursuant to this solicitation.

**CONTRACTOR** – An individual or entity whose bid has been accepted and is awarded a contract with the Agency, and who is solely responsible to provide a good or perform a service.

**DNR** – Washington State Department of Natural Resources, an Agency of the State of Washington, and any division, section, office, unit or other entity of, or any of the officers or other officials lawfully representing the department.

**GOODS** – Products, materials, supplies, or equipment provided by a Contractor.

**MINORITY-OWNED BUSINESS** – limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a minority-owned business (MBE). See, RCW 39.19.120 and WAC 326-20.

**PURCHASE** – The acquisition of goods or services, including the leasing or renting of goods.

**SERVICES** – Labor, work, analysis, or similar activities provided by a Contractor to accomplish a specific scope of work.

**SOLICITATION** – A documented formal process providing an equal and open opportunity to Bidders and culminating in a selection based on predetermined criteria.

**VENDOR** – Individual, firm, organization, company or other entity offering products and/or services.

**VETERAN-OWNED BUSINESS** – Limited to firms certified by the Washington State Department of Veterans Affairs (WDVA) as a Certified Veteran-Owned Business. *See*, RCW 43.60A.010(7) & RCW 43.60A.190

**WASHINGTON SMALL BUSINESS** – An in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that certify location, size and WEBS certification. See RCW 39.26.010

**WEBS** – Washington's Electronic Business Solution System.

**WOMAN-OWNED BUSINESS** – Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a woman-owned business (WBE). See, RCW 39.19.120 and WAC 326-20

**WORKING DAYS** – Midnight to midnight, Monday through Friday, excluding Saturday, Sunday and state legal holidays.

#### 2.2 CONTRACTING RESTRICTIONS

Specific restrictions apply to contracting with current or former state employees pursuant to Chapter 42.52 of the Revised Code of Washington. Bidders should familiarize themselves with the requirements prior to submitting a bid that includes current or former state employees.

A Pre-Proposal Conference is NOT required under this solicitation.

## 2.3 PRE-PROPOSAL CONFERENCE

1
OR
A virtual pre-proposal conference is scheduled to be held on Enter date at Enter time
a.m./p.m., Pacific Standard Time or Pacific Daylight Time. The link to the pre-proposal
conference room is Enter address. All prospective Bidders should attend; however,
attendance is not mandatory. Bidders should verify they are able to enter the virtual meeting
room prior to the designated meeting time.

Agency will be bound only to Agency's written answers to questions. Questions arising at the preproposal conference or in subsequent communication with the Bid Coordinator will be documented and answered in written form. A copy of the questions and answers will be provided to all Vendors via posting to WEBS on the date indicated in Section 1.7 Schedule of Procurement Activities.

#### 2.4 NOTIFICATION TO BIDDERS

The Agency will notify the Apparent Successful Bidder of their selection in writing upon completion of the evaluation process. Individuals or firms whose bids were not selected for further negotiation or award will be notified separately with WEBS. To complete the process, the Apparent Successful Bidder will be identified in WEBS.

# 2.5 COMPLAINT, DEBRIEF AND PROTEST PROCEDURES

# COMPLAINT PROCESS – PRIOR TO BID DUE DATE:

The purpose of a complaint process is to settle unresolved issues or concerns that either were not or could not be resolved during the question and answer period.

Any Bidder may submit a complaint regarding this solicitation based upon the following:

- The solicitation unnecessarily restricts competition;
- The evaluation/scoring process is unfair or flawed; or
- The requirements are inadequate or insufficient so that a response/bid is difficult to prepare.

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Complaints not based on procedural matters will not be considered. Complaints will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) Agency's assessment of its own and/or other agencies needs or requirements.

If no complaint is filed, a Bidder cannot later file a protest based on one of the above complaint criteria.

Any complaint to the solicitation must be in writing and submitted to the Bid Coordinator no less than five (5) business days prior to the date when the bid is due, and shall clearly articulate the basis for the complaint and include a proposed remedy.

Responses to complaints will be articulated in writing, including any resulting changes to the solicitation, and will be posted on WEBS, and the Agency head will be notified.

The Agency's 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 e-mailed to the Bidder. The debriefing must be held within three (3) business days of the request.

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

- Evaluation and scoring of the Bidder's bid;
- Critique of the bid based on the evaluation; and
- Review of Bidder's final score in comparison with other final scores without identifying the other firms.

Comparisons between bids or evaluations of the other bids 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:

This procedure is available to Bidders who submitted a response to this solicitation 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. Protests must be submitted in writing via e-mail and signed by the protesting party or an authorized Agent.

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The protest must state the grounds for the protest with specific 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 below. 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 matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the solicitation document, or applicable state or federal laws or regulations.

Upon receipt of a protest, a protest review will be held by the Agency. All available facts will be considered and a decision will be issued by the Commissioner of Public Lands or his/her delegate within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Bidder who submitted a bid, such Bidder will be given an opportunity to submit its views and any relevant information on the protest to the Bid Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the Agency's action; or
- Find only technical or harmless errors in the Agency's acquisition process conduct and determine the Agency to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the Agency options which may include:
  - o Correct the errors and re-evaluate all bids, quotations and/or proposals; and/or
  - o Reissue the solicitation document; and/or
  - o Make other findings and determine other courses of action as appropriate.

If the Agency determines that the protest is without merit, the Agency will enter into a contract with the Apparent Successful Bidder.

The Agency protest decision is final and no appeal process will be required. If a protesting Bidder does not accept the Agency protest response, the Bidder may try to seek relief from Thurston County Superior Court.

#### 2.6 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Bids submitted in response to this solicitation shall become the property of the Agency. All bids received shall remain confidential until the contract, if any, resulting from this solicitation is signed by the Agency and the Apparent Successful Bidder; thereafter, the bids shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the bid that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Bidder is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire bid exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Bidder has marked as "Proprietary Information," the Agency will notify the Bidder of the request and of the date that the records will be released to the requester unless the Bidder obtains a court order enjoining that disclosure. If the Bidder fails to obtain the court order enjoining disclosure, the Agency will release the requested information on the date specified. If a Bidder obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the Agency shall maintain the confidentiality of the Bidder information per the court order.

Pursuant to RCW 42.56.120, DNR uses the default fee schedule. However, records may be viewed in person for no fee. All requests for copies of identifiable records should be directed to the public disclosure office: <a href="mailto:publicdisclosure@dnr.wa.gov">publicdisclosure@dnr.wa.gov</a>. Requests for information about this solicitation should be directed to the Bid Coordinator.

### 2.7 REVISIONS TO THE SOLICITATION

The Agency reserves the right to cancel or reissue all or part of this solicitation at any time as allowed by law without obligations or liability.

In the event that it becomes necessary to revise any part of this solicitation, an amendment will be posted in WEBS (Washington's Electronic Business Solutions). Questions & Answers and any

other pertinent information shall be provided as an amendment to the solicitation and will be posted in WEBS.

#### 2.8 SMALL AND DIVERSE BUSINESS PARTICIPATION

DNR strongly encourages the participation of minority and women-owned businesses, Veteran owned businesses and small businesses, as prime Contractors or Subcontractors.

If you are a small business that needs assistance responding to this solicitation, help is available. Please visit OMWBE Small Business Assistance at <a href="https://omwbe.wa.gov/small-business-assistance">https://omwbe.wa.gov/small-business-assistance</a> to see the services offered. The Washington Procurement Technical Assistance Center (PTAC) is also available with no cost, confidential technical assistance for small businesses doing business with state government.

## Minority and Women-Owned Businesses

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a Subcontractor basis. Bidders may go to <a href="https://omwbe.wa.gov/directory-certified-businesses">https://omwbe.wa.gov/directory-certified-businesses</a> to obtain information on certified firms.

No preference will be included in the evaluation of bids for the participation of minority and women-owned businesses. See section 4.6 Preference – Small & Veteran Businesses for information on preference points for small and veteran owned businesses.

# 2.9 AMERICANS WITH DISABILITIES ACT (ADA)

The Agency complies with the Americans with Disabilities Act (ADA). Vendors may contact the Bid Coordinator listed above for additional assistance.

# 2.10 ACCEPTANCE PERIOD

Bids must provide 180 calendar days for acceptance by Agency from the due date for receipt of bids.

### 2.11 MOST FAVORABLE TERMS

The Agency reserves the right to make an award without further discussion of the bid submitted. Therefore, the bid should be submitted initially on the most favorable terms that the Bidder can propose. There will be no best and final offer procedure. The Agency does reserve the right to contact a Bidder for clarification of its bid.

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The Apparent Successful Bidder should be prepared to accept this solicitation for incorporation into a contract resulting from this solicitation.

#### 2.12 CONTRACT AND GENERAL TERMS & CONDITIONS

The awarded Apparent Successful Bidder is entering into a services contract with the Washington state Department of Natural Resources including but not limited to the terms and conditions outlined within the solicitation, bid, all appendices, all exhibits, associated Statements of Work, Purchase Orders, and all amendments awarded.

In addition to the terms and conditions of this solicitation, all Bidders should review the General Terms and Conditions in Section 1.A of the draft contract (Exhibit B) prior to submitting a bid.

All exceptions to the contract terms and conditions must be submitted as an attachment to EXHIBIT A.1 – Bidder's Certification and Assurances Form.

The Agency will review requested exceptions and accept or reject the requests at its sole discretion.

## 2.13 COST TO PROPOSE

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

#### 2.14 NO OBLIGATION TO CONTRACT

This solicitation does not obligate the State of Washington or the Agency to contract for services specified herein.

## 2.15 REJECTION OF BIDS

The Agency reserves the right at its sole discretion to reject all bids received without penalty and not to issue a contract as a result of this solicitation.

#### 2.16 COMMITMENT OF FUNDS

The Commissioner of Public Lands or his/her delegate is the only individual who may legally commit the Agency to the expenditures of funds for a contract resulting from this solicitation. No cost chargeable to the proposed contract may be incurred before notice and acceptance of award.

# 2.17 DOING BUSINESS WITH THE STATE

The Agency requires all awarded bidders to be registered with the Washington Office of Financial Management (OFM). Addition information can be found on The Department of Enterprise Services Website <a href="https://des.wa.gov/sell/how-work-state">https://des.wa.gov/sell/how-work-state</a>

# 2.18 REGISTATION WITH THE '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 <a href="https://fortress.wa.gov/ga/webs/">https://fortress.wa.gov/ga/webs/</a>

## 2.19 INSURANCE COVERAGE

Before using any of said rights granted herein and its own expense, Contractor shall purchase and maintain the insurance described within Section 1.A of the included Draft Contract (Exhibit B) 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.

Upon notification of being chosen as the Apparent Successful Bidder, the Contractor shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified before using any of said rights granted herein. The description section of the certificate shall contain the contract number **3153** and the name of the DNR Contract Manager, Attn: **Jared Larwick**. Contractor shall also provide renewal certificates as appropriate during the term of this Agreement.

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

# 3. CONTENTS AND SUBMITTAL INSTRUCTIONS

Bidders are required to read and understand all information contained within this entire bid package including all exhibits. By responding to the solicitation, Bidder agrees they have read and understand all documents.

#### 3.1 SUBMISSION OF BIDS

The bid must be received by the Bid Coordinator by the due date indicated within Section 1.7 Schedule of Procurement Activities of this solicitation, or any amendments.

All forms and documents submitted must have a signature of an individual within the organization authorized to bind the Bidder to the offer.

Bidders should allow sufficient time to ensure timely receipt of the bid by the Bid Coordinator. Late bids will not be accepted and will be automatically disqualified from further consideration, unless the Agency's e-mail is found to be at fault. All bids and any accompanying documentation become the property of the Agency and will not be returned.

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

# **ELECTRONIC SUBMISSION**

Bids may be submitted electronically as an attachment to an e-mail to the Bid Coordinator, at the e-mail address listed in Section 1.6 (Bid Coordinator). The Agency does not assume responsibility for problems with Bidder's e-mail. If the Agency's e-mail is not working, appropriate allowances will be made. The Bid Coordinator may request original documentation be submitted at any time.

Attachments to e-mail shall be in Microsoft Word format or PDF. Maximum file size for an e-mail attachment is 30MB. Zipped files cannot be received by the Agency and cannot be used for submission of bids, quotations and/or proposals.

#### **MAILED IN SUBMISSION**

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

Mailing address:

Washington State Department of Natural Resources

Jared Larwick

Pacific Cascade Region Intensive Management Forester

P.O. Box 280 (Mailing Address) 601 Bond Road (Site Address)

Castle Rock, WA 98611

Upper left corner: Bidder's Name

Bidder's Address

Lower left corner: Tree Planting

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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 applicable DNR Region Office during regular business hours (Monday through Friday 8:00am-5:00pm).

# 3.2 BIDDER CHECKLIST

Submit the following applicable documents to the Bid Coordinator by the due date indicated within the Schedule of Procurement Activities of this solicitation, or any amendments, to the schedule. Failure to comply may result in rejection of the bid as non-responsive. The Agency reserves the right at its sole discretion to waive minor administrative irregularities.

BIDDER CHECKLIST	
EXHIBIT A.1 – BIDDER'S CERTIFICATION AND ASSURANCES FORM	
EXHIBIT A.2 – Solicitation Specification Form	
EXHIBIT A.3 – Cost Proposal	
WASHINGTON STATE FARM LABOR CONTRACTORS LICENSE	
UNITED STATES DEPARTMENT OF LABOR FARM LABOR CONTRACTORS LICENSE	

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#### 3.3 SPECIFICATIONS

Exhibit A.2 – Solicitation Specifications Form must be completed and returned to the Bid Coordinator in order for DNR to determine the lowest responsive and responsible Bidder.

# 3.4 QUALIFICATIONS

Exhibit A.2 – Solicitation Specifications Form, must be completed and returned to the Bid Coordinator in order for DNR to determine the lowest responsive and responsible Bidder.

#### 3.5 FUNDING

Purchase of services resulting from this Solicitation are funded by State dollars. Terms and conditions for funding source are included in Section II.A of the include Draft Contract (Exhibit B).

Any contract awarded as a result of this solicitation is contingent upon the availability of funding.

# 3.6 COST PROPOSAL

Bids in excess of 200 Dollars Per Acre may be considered non-responsive and will not be evaluated.

The Bidder's cost proposal will be included as part of Exhibit A.3 which will be part of their completed bid packet in order to be considered responsive to this solicitation. The cost proposal shall include fully weighted costs for services rendered as requested within.

# **IDENTIFICATION OF COSTS**

All costs shall be in U.S. dollars including expenses to be charged to accomplish the tasks and to produce the deliverables under this contract. Bidders are required to collect and pay Washington state sales and use taxes, as applicable.

## **COMPUTATION OF COSTS**

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Bidders total cost. Then the resultant number will be multiplied by the maximum possible points and rounded to the nearest whole number for the cost section.

# 4. EVALUATION AND AWARD

The evaluation process is designed to award this procurement not necessarily to the Bidder of least cost, but rather to the Bidder whose bid best meets the requirements of this solicitation. However, Bidders are encouraged to submit bids that are consistent with state government efforts to conserve state resources.

The Agency will award the contract to the lowest responsive and responsible Bidder that meets the specifications as determined by the Agency. The Agency will post awarded bids and bid award documents for each competitive procurement for public review.

The Agency may reject the bid of any firm who has failed to perform satisfactorily on a previous contract with the state.

Responsive bids will be evaluated strictly in accordance with the requirements stated in this solicitation and any amendments issued. The evaluation of bids shall be accomplished by an evaluation team, to be designated by the Agency, which will determine the ranking of the bids, quotations and/or proposals.

The Agency reserves the right to select and enter into contract(s) with the Bidder whose bid is deemed to be in the best interest of the Agency and the State of Washington.

If this procurement is estimated to be less than \$150,000. The Agency intends to award the contract to the lowest responsive and responsible bid from a small business (as defined in RCW 39.26.010(22)(a) or veteran-owned business, (as defined in RCW 43.60A.190) unless none of these businesses are responsible and responsive to this solicitation. The Agency will verify small and veteran owned business status through WEBS certification and if applicable bidder must provide certification documentation to the Washington Department of Veterans' Affairs WDVA and be certified by WDVA and listed as such on WDVA's website

It is the intent of the Agency to enter into a contract for the completion of silvicultural services as described herein.

# 4.1 RESPONSIVENESS (PASS / FAIL)

All bids will be reviewed by the Bid Coordinator to determine compliance with administrative requirements and instructions specified in this solicitation. The Bidder is specifically notified that failure to comply with any part of the solicitation may result in rejection of the bid as non-responsive.

The Agency reserves the right at its sole discretion to waive minor administrative irregularities.

### 4.2 RESPONSIBLE BIDDER CRITERIA

Exhibit A.2 – Solicitation Specifications Form must be completed in order for DNR to determine the lowest responsive and responsible Bidder.

In determining whether the Bidder is a responsible Bidder, the Agency must consider the following elements (RCW 39.26.160(2)):

- a. The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;
- b. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- c. Whether the Bidder can perform the contract within the time specified;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the Bidder with laws relating to the contract or services;
- f. Whether, within the three-year period immediately preceding the date of the bid solicitation, the Bidder has been determined by a final and binding citation and notice of assessment issued by the 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 chapter 49.46, 49.48, or 49.52 RCW; and
- g. Such other information as may be secured having a bearing on the decision to award the contract.

In determining the lowest responsive and responsible Bidder, an Agency may consider best value criteria, including but not limited to (RCW 39.26.160(3)):

- a. Whether the bid satisfies the needs of the state as specified in the solicitation documents;
- b. Whether the bid encourages diverse Contractor participation;
- c. Whether the bid provides competitive pricing, economies, and efficiencies;
- d. Whether the bid considers human health and environmental impacts;
- e. Whether the bid appropriately weighs cost and noncost considerations; and
- f. Life-cycle cost.

The Agency's determination that a Bidder is not qualified may result in rejection of the submitted bid.

# 4.3 BIDDER'S CERTIFICATION FORM (PASS/FAIL)

All Bidders must submit Exhibit A.1 – Certifications and Assurances Form, signed by an individual authorized to bind the Bidder contractually. DNR will evaluate the information and may, at its sole discretion, reject the Bidder's Response if the information indicates that completion of a Contract resulting from this IFB may be jeopardized by selection of the Bidder.

# 4.4 WAGE LAW COMPLIANCE (PASS/FAIL)

Prior to awarding a contract, agencies are required to determine that a Bidder is a 'Responsible Bidder.' *See* RCW 39.26.160(2)(f) 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 SSB 5301). All Bidders must submit Exhibit A.1 – Certifications and Assurances Form, signed by an individual authorized to bind the Bidder contractually. A Bidder's failure to comply with the required Wage Law Compliance certification means that the Bidder is not responsible and therefore will not be evaluated. *See* RCW 39.26.160(2)(f) & (4).

# 4.5 PREFERENCE – EXECUTIVE ORDER 18-03 WORKER'S RIGHTS (SCORED)

FIRMS WITHOUT MANDATORY INDIVIDUAL ARBITRATION FOR EMPLOYEES Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with Executive Order 18-03 – Supporting Workers' Rights to Effectively Address Workplace Violations (dated June 12, 2018),

A. <u>A preference of 5 percent</u> will be given to any Bidder who certifies, pursuant to the certification attached as Exhibit A.1 – Bidder's Certification and Assurances Form that their 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 waiver

# 4.6 PREFERENCE – SMALL & VETERAN BUSINESSES (SCORED)

Department of Natural Resources, in accordance with Washington law, encourages small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded bidders. See, e.g., <u>RCW 43.60A.200</u> (WDVA Certified Veteran-Owned Businesses); and <u>RCW 39.26.005</u> (Washington Small Businesses).

# Washington State Certified Veteran-Owned Businesses

In accordance with Chapter 43.60A.200 RCW, the State encourages participation in all of its contracts by firms certified by the Washington State Department of Veterans' Affairs (DVA). For questions regarding the above go to <a href="http://www.dva.wa.gov/">http://www.dva.wa.gov/</a>.

A. <u>A preference of 10 percent</u> will be given to any Bidder who provides evidence as set forth in Exhibit A.1 – Certifications and Assurances Form that the that Bidder qualifies as a Washington Department of Veterans' Affairs Certified Veteran-Owned Business. **Note:** 

This preference does not apply if federal funds are being used. See section 3.5 Funding for funding source information.

# Washington State Certified Small Businesses

In accordance with the intent of Chapter 39.26.005 RCW, the State encourages the purchases of goods and services from Washington small businesses. Small business, mini-business, and micro-business are defined in RCW Chapter 39.26.010 (22), (17), and (16) respectively. Go to <a href="http://apps.leg.wa.gov/RCW/default.aspx?cite=39.26.010">http://apps.leg.wa.gov/RCW/default.aspx?cite=39.26.010</a>. All qualified state small business types are encouraged to register and identify themselves in the Washington Electronic Business Solution (WEBS). <a href="https://des.wa.gov/sell/how-work-state/register-bid-opportunities">https://des.wa.gov/sell/how-work-state/register-bid-opportunities</a>

A. <u>A preference of 10 percent</u> will be given to any Bidder who provides evidence as set forth in Exhibit A.1 – Certifications and Assurances Form that the that Bidder qualifies as a Washington State Small Business. **Note:** This preference does not apply if federal funds are being used. See section 3.5 Funding for funding source information.

## 4.7 EVALUATION WEIGHTING AND SCORING

CRITERIA	MAXIUM POINTS
RESPONSIVENESS	
SECTION 1.3 – MINIMUM QUALIFICATIONS	PASS/FAIL
SECTION 4.3–BIDDER'S CERTIFICATION AND ASSURANCES FORM (EXHIBIT A.1)	PASS/FAIL
SECTION 4.4 – WAGE COMPLIANCE LAW (EXHIBIT A.1)	PASS/FAIL
Section 4.1 – Responsiveness	PASS/FAIL
SPECIFICATIONS	
EXHIBIT A.2 SOLICITATION SPECIFICATIONS FORM – REQUIRED	PASS/FAIL
QUALIFICATIONS	
EXHIBIT A.2 SOLICITATION SPECIFICATIONS FORM – CURRENT/FORMER STATE	PASS/FAIL
EMPLOYEE	
EXHIBIT A.2 SOLICITATION SPECIFICATIONS FORM – REFERENCES	40
COST PROPOSAL	
SECTION 3.6 – TOTAL COST	60
SUB-TOTAL	100
PREFERENCES	
SECTION 4.5 – EXECUTIVE ORDER 18-03 WORKER'S RIGHTS (EXHIBIT A.1)	5
SECTION 4.6 – VETERAN –OWNED BUSINESS PREFERENCE (EXHIBIT A.1)	10
SECTION 4.6 – SMALL BUSINESS PREFERENCE (EXHIBIT A.1)	10
TOTAL POSSIBLE W/PREFERENCES	125

# 5. SOLICITATION EXHIBITS

EXHIBIT A.1 – Bidder's Certification and Assurances Form

EXHIBIT A.2 – Bid Specification Form

EXHIBIT A.3 – Cost Proposal

EXHIBIT B – Draft Contract

# EXHIBIT A.1 – BIDDER'S CERTIFICATION AND ASSURANCES FORM

# **BIDDER INFORMATION**

Business Name:			
Name of Authorized			
Representative:			
Address:			
City:	State:	Zip:	
Cell Phone:			
Office Phone:			
E-mail:			
TIN (Tax Identification Number):			
Internal Revenue Service			
WA UBI (Unified Business			
Identifier):			
WA Department of Licensing			

ALL IN-STATE VENDORS MUST BE LICENSED TO DO BUSINESS IN WASHINGTON STATE. Out-of-state vendors should seek guidance from  $\frac{\text{WA Department of Licensing}}{\text{MA Department of Licensing}}$  for specific UBI requirements.

Bidder makes the following certifications and assurances as a required element of the bid 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. UNDERSTANDING. Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Solicitation (including all exhibits) and the terms and conditions of the Contract and any amendments or clarifications to the Competitive Solicitation, and agrees to abide by the same.
- **2. ACCURACY.** Bidder declares that all answers and statements made in the bid are true and correct.
- 3. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Bidder may freely join with other persons or organizations for the purpose of presenting a single bid.
- **4. FIRM OFFER.** The attached bid is a firm offer for a period of 90 calendar days following receipt, and it may be accepted by the Agency without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
- 5. CONFLICT OF INTEREST. In preparing this bid, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this bid or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
- **6. NO REIMBURSEMENT.** Bidder understands that the Agency will not issue reimbursement for any costs incurred in the preparation of this bid. All bids become the property of the Agency, and the Bidder claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this bid.
- 7. DISCLOSURE. 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 the bidder prior to award, directly or indirectly to any other Bidder or to any competitor.
- **8. PERFORMANCE**. Bidder agrees that submission of bid documents, quotation and/or proposal constitutes acceptance of the solicitation contents, including all attached or linked terms and conditions. If there are any exceptions to these terms and conditions, the Bidder has described those exceptions in detail on a page attached to Bidder's submission documents.
- **9. HARASSMENT.** Per RCW 43.01.135, Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment: <a href="https://www.dnr.wa.gov/publications/em\_harassment\_prevention\_policy.pdf">https://www.dnr.wa.gov/publications/em\_harassment\_prevention\_policy.pdf</a>

- **10. RESTRICTING COMPETITION.** No attempt has been made or will be made by the Bidder to persuade any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- **11. REFERENCES.** Bidder grants the Agency the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the goods delivered or services rendered contemplated in this procurement.
- **12. LICENSED IN WASHINGTON STATE.** Bidder will become licensed to do business in the State of Washington (if applicable) prior to providing delivered goods or rendered services to DNR.
- **13. PREVIOUS STATE EMPLOYEES.** 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, list their name(s) on a separately attached page. WAC 415.02.325 RCW 41.50.139
  - NO DEBARMENT. Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity.

OR

- DEBARRED. As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.
- **15. CRIMINAL OFFENSE.** Bidder certifies as follows (must check one):

**14. DEBARMENT.** Bidder certifies as follows (must check one):

NO CRIMINAL OFFENSE. Bidder and its officers, directors, and managers have not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder or such officers, directors, and managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder and its officers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

☐ CRIMINAL OFFENSE. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation,

Bidder or its officers, directors, or managers have been convicted or had a civil judgment rendered against Bidder or such officers, directors, or managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

16.	TER one):	MINATION FOR DEFAULT OR CAUSE. Bidder certifies as follows (must check
		NO TERMINATION FOR DEFAULT OR CAUSE. Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.  OR
		TERMINATION FOR DEFAULT OR CAUSE. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.
17.	TAX	<b>TES.</b> Bidder certifies as follows (must check one):
		TAXES PAID. Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.  OR
		DELINQUENT TAXES. As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.
18.	FIN	ANCIALLY SOLVENT. Bidder certifies as follows (must check one):
		FINANCIALLY SOLVENT. Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Competitive Solicitation.
		OR
		NOT FINANCIALLY SOLVENT. As detailed on the attached explanation (Bidder to provide), Bidder is not financially stable and solvent – i.e., Bidder does not have adequate cash reserves to meet all financial obligations, has commenced bankruptcy proceedings voluntarily or otherwise, or is subject to a judgment, lien, or encumbrance

that affects title to the Goods or Services that are the subject of this Competitive Solicitation.

	<b>AWFUL REGISTRATION.</b> Bidder, if conducting business other than as a sole proprietorship certifies as follows (must check one):
	<b>NOTE:</b> This certification applies only to bidders that are organized as separate legal entities (e.g., a corporation, partnership, Limited Liability Company). If bidder is a sole proprietor, this certification should not be answered.
	CURRENT LAWFUL REGISTRATION. Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports.  OR
	DELINQUENT REGISTRATION. As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.
•	<b>REGISTRATION WITH WASHINGTON SECRETARY OF STATE.</b> Bidder, is conducting business other than as a sole proprietorship, certifies as follows (must check one):
	<b>NOTE:</b> This certification applies only to bidders that are organized as separate legal entities (e.g., a corporation, partnership, Limited Liability Company). If bidder is a sole proprietor, this certification should not be answered.
	BIDDER IS REGISTERED WITH WASHINGTON SECRETARY OF STATE. Bidder is registered with the Washington Secretary of State and is in good standing.  OR
	BIDDER WILL REGISTER WITH WASHINGTON SECRETARY OF STATE. Bidder is not registered with the Washington Secretary of State but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington Secretary of State and obtain a UBI number within twenty-four (24) hours of such designation or notification by the Agency or be deemed a nonresponsive bid.  OR
	BIDDER IS NOT REGISTERED WITH WASHINGTON SECRETARY OF STATE. Bidder is not registered with the Washington Secretary of State and Bidder declines to register with the Washington Secretary of State.
21.	REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE.

Bidder certifies as follows (must check one):

	BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington.  OR
	BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue and obtain a business license within twenty-four (24) hours of such designation or notification by the Agency or be deemed a nonresponsive bid.
_	OR
	BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue.
22. W	AGE THEFT PREVENTION. Bidder certifies as follows (must check one):
	No Wage Violations. This firm has <u>NOT</u> 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 <u>RCW 49.48.082</u> , any provision of RCW chapters <u>49.46</u> , <u>49.48</u> , or <u>49.52</u> 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 <a href="RCW 49.48.082">RCW 49.48.082</a> , any provision of RCW chapters <a href="49.46">49.46</a> , <a href="49.46">49.48</a> , or <a href="49.52">49.52</a> within three (3) years prior to the date of the above-referenced procurement solicitation date.
	<b>WORKERS' RIGHTS (EXECUTIVE ORDER 18-03).</b> Bidder certifies as follows (must check one):
	No Mandatory Individual Arbitration Clauses and Class or Collective Action Waivers for Employees. Bidder 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. Bidder requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
24. WA	SHINGTON STATE CERTIFIED SMALL BUSINESS. Bidder certifies as follows (must check one):
	<ul> <li>Washington Small Business. Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, Bidder must meet three (3) requirements:</li> <li>Location. Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.</li> <li>Size. Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years.</li> <li>WEBS Certification. Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution (WEBS).</li> </ul>
	Not Washington Small Business. Bidder is not a Washington Small Business as defined in RCW 39.26.010.
	ASHINGTON STATE CERTIFIED VETERAN-OWNED BUSINESS. Bidder ifies as follows (must check one):
	<ul> <li>Certified Veteran-Owned Business. Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:</li> <li>51% Ownership. Bidder must be at least fifty-one percent (51%) owned and controlled by:</li> <li>a. A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where</li> </ul>

applicable, and who has served in at least one of the capacities listed in RCW

b. A person who is in receipt of disability compensation or pension from the

41.04.007;

department of veterans affairs; or

- c. An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
- Washington Incorporation/Location. Bidder must be either an entity that is
  incorporated in the state of Washington as a Washington domestic corporation or,
  if not incorporated, an entity whose principal place of business is located within the
  State of Washington.
- WEBS Certification. Bidder must have certified its Veteran-Owned business status in Washington's Electronic Business Solution (WEBS).
- WDVA Certification. Bidder must have provided certification documentation to the Washington Department of Veterans' Affairs WDVA and be certified by WDVA and listed as such on WDVA's website (WDVA – Veteran-Owned Businesses).

	Businesses).
	OR
	Not a Certified Veteran-Owned Business. Bidder is not a Certified Veteran-Owned
	Business under RCW 43.60A.190.
26. MIN	ORITY AND WOMEN OWNED PARTICIPATION (must check one)
	Minority Owned Business
	Women-Owned Business
	None of The Above

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

PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID	
SIGNATURE OF AUTHORIZED PERSON	DATE SIGNED
PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM	
TITLE OF PERSON SIGNING CERTIFICATE	
PRINT COUNTY AND STATE WHERE SIGNED	

RETURN FORM TO: BID COORDINATOR WITH YOUR BID

# **EXHIBIT A.2 – BID SPECIFICATION FORM**

SPECIFICATIONS - REQUIRED (PASS / FAIL)			
All Bidders are <b>REQUIRED</b> to check each box verifying that the service meets the required			
specification ide	ntified.		
CHECK FOR VERIFICATION	REQUIRED SPECIFICATION(S)		
	Bidder's firm possesses a current year Washington State Farm Labor		
	Contractors License and/or proof of application for license renewal for the		
	subsequent year (for more information visit <a href="http://www.lni.wa.gov">http://www.lni.wa.gov</a> ). A		
	photocopy of this license is attached to the bid.		
	The license meets the following requirements:		
	a) License type – Forestation/Reforestation		
	b) Surety Bond Amount – at least \$10,000 for the coverage of greater than		
	10 workers		
	c) A vehicle insurance authorization for the transport of workers.		
	Bidder's firm possesses 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 href="https://www.dol.gov/whd/mspa/">https://www.dol.gov/whd/mspa/</a> ). A photocopy		
	of this license is attached to the bid.		
	Bidder is able to supply a minimum of 8 workers each business day and has		
	sufficient labor resources to complete all work prior to the conclusion of the		
	contract term.		
_	IS – CURRENT/FORMER STATE EMPLOYEE (PASS / FAIL)		
Identify any current or former state employees employed or on the firm's governing board as of the			
date of the date of bids submittal. Include their position and responsibilities within the Bidders			
organization. If following a review of this information, it is determined by the Agency that a			
conflict of interest exists, the Bidder may be disqualified from further consideration for the award			
of a contract.			
-			
F	ORMER STATE EMPLOYEE NAME:		
	Do grave and gravery Dree and a French		
Position within Bidders Firm:			
Dranovany wy vymyn Dranova Emy			
RESPONSIBILITY WITHIN BIDDERS FIRM:			
QUALIFICATIONS - REFERENCES (SCORED)			
Demonstrating reliability, professionalism, capability.			
2 2 3 3 3 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4			

**Bidder shall furnish a minimum of one reference** that the Agency can check in order to assure the Bidder is capable of performing the work described in Exhibit B – Draft Contract with a high level of quality and professionalism. Two areas of particular interest during the reference check process include the Bidder's work quality on previous contract work and the Bidder's reliability supplying a sufficient number of capable workers on a daily basis.

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 the Draft Contract (Exhibit B), and/or 2) contact information for a landowner the Bidder has recently completed work similar to that described in the Draft Contract (Exhibit B).

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.

(Note: By submitting a bid the Bidder grants permission to the Agency to contact these references and others, who from the Agency's perspective, may have pertinent information.)

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			

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	

DNR IFB: 3153

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	

SIGNATURE OF AUTHORIZED PERSON

RETURN FORM TO: BID COORDINATOR WITH YOUR BID AS INDICATED WITHIN.

DATE SIGNED

## **EXHIBIT A.3 – COST PROPOSAL**

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 dividing the estimated # of seedlings by 1000 and then multiplying 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. This Cost Proposal must be signed by an authorized representative of the Bidder's firm. Incomplete or unsigned bids may be rejected. Actual payment is determined by work performance described in the Draft Contract (Exhibit B).

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 this Invitation for Bids. Seedlings will provided by DNR.

Item Number	Item Name	Acres	Estimated # of Seedlings	Bid Price Per 1,000 Seedlings	Item Total
1	PROSPECTOR VRH U7	66	6,600		
2	SLASH GORDON U1	41	16,400		
3	SLASH GORDON U2	10	4,000		
4	SLASH GORDON U3	44	17,600		
5	SLASH GORDON U4	11	4,400		
6	SLASH GORDON U5	46	18,400		
7	SLASH GORDON U6	5	2,000		
8	SLASH GORDON U7	10	4,000		
9	SLASH GORDON U8	4	1,600		
10	BUTTER U2	13	4,550		
11	BUTTER U3	6	2,100		
12	CAT GAME U1	71	24,850		
13	CAT GAME U2	1	350		
14	GROOT VRH THIN U1	63	22,050		
15	GROOT VRH THIN U3	10	3,500		
16	GROOT VRH THIN U4	25	8,750		
17	RIGHT MEOW U1	9	3,150		
18	RIGHT MEOW U2	5	1,750		
19	RIGHT MEOW U3	3	1,050		
20	RIGHT MEOW U4	45	15,750		
21	SWITCHED SIGNAL SORTS U2	91	31,850		
22	SWITCHED SIGNAL SORTS U3	19	6,650		
23	DREAMER U1	31	10,850		

24 DREAMER U2 26 9,100					<u>,                                      </u>
26         DREAMER U4         37         12,950           27         DREAMER U5         11         3,850           28         GINGER U1         41         13,860           29         LACAMAS CREEK U1         10         3,300           30         LOWER LARCH U1         24         7,920           31         LOWER LARCH U2         82         27,060           32         LOWER LARCH U3         55         18,150           33         LOWER LARCH U4         18         5,940           34         LOWER LARCH U5         2         660           35         LOWER LARCH U5         2         660           35         LOWER LARCH U6         11         3,630           36         LOWER LARCH U7         1         330           37         LOWER LARCH U8         1         330           38         LOWER LARCH U8         1         330           39         UPPER COUGAR VRH U1         59         20,650           40         CODA U1         75         22,500           41         LOWER SPELYAI SORTS U1         4         1,400           42         LOWER SPELYAI SORTS U1         1         350	24	DREAMER U2	26	9,100	
27 DREAMER US 11 3,850 28 GINGER U1 41 13,860 29 LACAMAS CREEK U1 10 3,300 30 LOWER LARCH U1 24 7,920 31 LOWER LARCH U2 82 27,060 32 LOWER LARCH U3 55 18,150 33 LOWER LARCH U4 18 5,940 34 LOWER LARCH U5 2 660 35 LOWER LARCH U6 11 3,630 36 LOWER LARCH U6 11 33,030 37 LOWER LARCH U7 1 330 38 LOWER LARCH U7 1 330 39 LOWER LARCH U8 1 330 39 UPPER COUGAR VRH U1 59 20,650 40 CODA U1 75 22,500 41 LOWER SPELIYAI SORTS U1 1 1,400 42 LOWER SPELIYAI SORTS U1 1 350 43 LOWER SPELIYAI SORTS U1 1 350 44 LOWER SPELIYAI SORTS U1 1 350 45 LOWER SPELIYAI SORTS U1 1 350 46 LOWER SPELIYAI SORTS U1 1 350 47 PICK UP STICKS U2 49 17,150 48 PICK UP STICKS U2 49 17,150 50 PICK UP STICKS U3 92 36,880 51 SALTY VRH MZ U11 1 350 52 SALTY VRH MZ U11 1 350 53 SALTY VRH MZ U11 1 350 53 SALTY VRH MZ U11 1 350	25	DREAMER U3	10	3,500	
28 GINGER UI 41 13.860 29 LACAMAS CREEK U1 10 3.300 30 LOWER LARCH U1 24 7,920 31 LOWER LARCH U2 82 27,060 32 LOWER LARCH U3 55 18,150 33 LOWER LARCH U4 18 5,940 34 LOWER LARCH U5 2 660 35 LOWER LARCH U6 11 3,630 36 LOWER LARCH U7 1 330 37 LOWER LARCH U7 1 330 38 LOWER LARCH U9 1 330 39 UPPER COUGAR VRH U1 59 20,650 40 CODA U1 75 22,500 41 LOWER SPEELYAI SORTS U1 1,400 42 LOWER SPEELYAI SORTS U2 4 1,400 43 LOWER SPEELYAI SORTS U3 15 5,250 44 LOWER SPEELYAI SORTS U3 15 5,250 45 LOWER SPEELYAI SORTS U3 15 5,250 46 LOWER SPEELYAI SORTS U3 15 5,250 47 PLC WER SPEELYAI SORTS U 1 350 48 PICK UP STICKS U1 70 24,500 49 PICK UP STICKS U1 70 24,500 50 PICK UP STICKS U9 2 700 51 SALTY VRH RMZ U11 1 350 52 SALTY VRH RMZ U11 1 350 53 SALTY VRH RMZ U11 1 350 53 SALTY VRH RMZ U11 1 350 53 SALTY VRH RMZ U11 1 350	26	DREAMER U4	37	12,950	
29 LACAMAS CREEK U1 10 3,300	27	DREAMER U5	11	3,850	
10   10   10   10   10   10   10   10	28	GINGER U1	41	13,860	
30   7,920   31   LOWER LARCH U2   82   27,060   32   LOWER LARCH U3   55   18,150   33   LOWER LARCH U4   18   5,940   34   LOWER LARCH U5   2   660   35   LOWER LARCH U6   11   3,630   36   LOWER LARCH U7   1   330   37   LOWER LARCH U8   1   330   38   LOWER LARCH U9   1   330   38   LOWER LARCH U9   1   330   39   UPPER COUGAR VRH U1   59   20,650   40   CODA U1   75   22,500   41   LOWER SPEELYAI SORTS   U1   LOWER SPEELYAI SORTS   U2   4   1,400   42   LOWER SPEELYAI SORTS   U2   4   1,400   44   LOWER SPEELYAI SORTS   U3   LOWER SPEELYAI SORTS   U3   LOWER SPEELYAI SORTS   U4   LOWER SPEELYAI SORTS   U5   LOWER SPEELYAI SORTS   U6   LOWER SPEELYAI SORTS   U7   U6   U6   U6   U6   U6   U6   U6	29	LACAMAS CREEK U1	10	3,300	
32 LOWER LARCH U3 55 18,150  33 LOWER LARCH U4 18 5,940  34 LOWER LARCH U5 2 660  35 LOWER LARCH U6 11 3,630  36 LOWER LARCH U7 1 330  37 LOWER LARCH U8 1 330  38 LOWER LARCH U9 1 330  39 UPPER COUGAR VRH U1 59 20,650  40 CODA U1 75 22,500  41 LOWER SPEELYAI SORTS U1 1,400  42 LOWER SPEELYAI SORTS U2  43 LOWER SPEELYAI SORTS U3  44 LOWER SPEELYAI SORTS U4  45 LOWER SPEELYAI SORTS U5  46 LOWER SPEELYAI SORTS U5  47 LOWER SPEELYAI SORTS U6  48 PICK UP STICKS U1 70 24,500  49 PICK UP STICKS U3 92 36,800  50 PICK UP STICKS U9 2 700  51 SALTY VRH RMZ U11 1 350  52 SALTY VRH RMZ U12 1 350  53 SALTY VRH RMZ U12 1 350  54 SALTY VRH RMZ U12 1 350  55 SALTY VRH RMZ U12 1 350  56 SALTY VRH RMZ U12 1 350  56 SALTY VRH RMZ U12 1 350  57 SALTY VRH RMZ U12 1 350	30	LOWER LARCH U1	24	7,920	
18,150  33 LOWER LARCH U4  18 5,940  34 LOWER LARCH U5  2 660  35 LOWER LARCH U6  11 3,630  36 LOWER LARCH U7  1 330  37 LOWER LARCH U8  1 330  38 LOWER LARCH U9  1 330  39 UPPER COUGAR VRH U1  59 20,650  40 CODA U1  75 22,500  41 LOWER SPEELYAI SORTS  U1  42 LOWER SPEELYAI SORTS  U2  43 LOWER SPEELYAI SORTS  U3  44 LOWER SPEELYAI SORTS  U3  45 LOWER SPEELYAI SORTS  U4  46 LOWER SPEELYAI SORTS  U5  47 LOWER SPEELYAI SORTS  U6  48 LOWER SPEELYAI SORTS  U7  49 PICK UP STICKS U1  70 24,500  49 PICK UP STICKS U3  92 36,800  50 PICK UP STICKS U9  2 700  51 SALTY VRH RMZ U11  1 350  52 SALTY VRH RMZ U12  1 350  53 SALTY VRH RMZ U12  1 350  54 SALTY VRH RMZ U12  1 350  55 SALTY VRH RMZ U12  1 350  56 SALTY VRH RMZ U12  1 350  51 SALTY VRH RMZ U12  1 350  52 SALTY VRH RMZ U12  1 350  53 SALTY VRH RMZ U12  1 350	31	LOWER LARCH U2	82	27,060	
34 LOWER LARCH US 2 660  35 LOWER LARCH U6 11 3,630  36 LOWER LARCH U7 1 330  37 LOWER LARCH U8 1 330  38 LOWER LARCH U9 1 330  39 UPPER COUGAR VRH U1 59 20,650  40 CODA U1 75 22,500  41 LOWER SPEELYAI SORTS U1  42 LOWER SPEELYAI SORTS U2  43 LOWER SPEELYAI SORTS U3  44 LOWER SPEELYAI SORTS U3  45 LOWER SPEELYAI SORTS U4  46 LOWER SPEELYAI SORTS U5  47 PICK UP STICKS U1 70 24,500  48 PICK UP STICKS U2 49 17,150  49 PICK UP STICKS U3 92 36,800  50 PICK UP STICKS U9 2 700  51 SALTY VRH RMZ U11 1 350  52 SALTY VRH RMZ U12 1 350  53 SALTY VRH RMZ U12 1 350  53 SALTY VRH RMZ U12 1 350  50 DISSON WAS AS A SALTY VRH RMZ U12 1 350  53 SALTY VRH RMZ U12 1 350  51 SALTY VRH RMZ U12 1 350  53 SALTY VRH RMZ U12 1 350	32	LOWER LARCH U3	55	18,150	
35 LOWER LARCH U6 11 3,630   36 LOWER LARCH U7 1 330   37 LOWER LARCH U8 1 330   38 LOWER LARCH U9 1 330   39 UPPER COUGAR VRH U1 59 20,650   40 CODA U1 75 22,500   41 LOWER SPEELYAI SORTS U1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	33	LOWER LARCH U4	18	5,940	
36 LOWER LARCH U7 1 330 37 LOWER LARCH U8 1 330 38 LOWER LARCH U9 1 330 39 UPPER COUGAR VRH U1 59 20,650 40 CODA U1 75 22,500 41 LOWER SPEELYAI SORTS U1 1,400 42 LOWER SPEELYAI SORTS U2 4 1,400 43 LOWER SPEELYAI SORTS U3 4 LOWER SPEELYAI SORTS U3 45 LOWER SPEELYAI SORTS U5 46 LOWER SPEELYAI SORTS U5 47 PICK UP STICKS U1 70 24,500 48 PICK UP STICKS U2 49 17,150 49 PICK UP STICKS U3 92 36,800 50 PICK UP STICKS U9 2 700 51 SALTY VRH RMZ U11 1 350 52 SALTY VRH RMZ U12 1 350 53 SALTY VRH RMZ U12 1 350	34	LOWER LARCH U5	2	660	
36	35	LOWER LARCH U6	11	3,630	
38 LOWER LARCH U9 1 330 30 39 UPPER COUGAR VRH U1 59 20,650 40 CODA U1 75 22,500 41 LOWER SPEELYAI SORTS U1 1,400 42 LOWER SPEELYAI SORTS U2 1,400 43 LOWER SPEELYAI SORTS U3 15 5,250 44 LOWER SPEELYAI SORTS U3 15 350 44 LOWER SPEELYAI SORTS U4 1,400 45 LOWER SPEELYAI SORTS U5 1 350 45 LOWER SPEELYAI SORTS U5 1 350 46 LOWER SPEELYAI SORTS U5 1 350 46 LOWER SPEELYAI SORTS U6 1 350 47 PICK UP STICKS U1 70 24,500 48 PICK UP STICKS U2 49 17,150 49 PICK UP STICKS U3 92 36,800 50 PICK UP STICKS U9 2 700 51 SALTY VRH RMZ U11 1 350 52 SALTY VRH RMZ U12 1 350 53 SALTY VRH RMZ U12 1 350 53 SALTY VRH RMZ U12 1 350 53 SALTY VRH RMZ U12 29 10,150	36	LOWER LARCH U7	1	330	
39	37	LOWER LARCH U8	1	330	
40 CODA U1 75 22,500  41 LOWER SPEELYAI SORTS U1 63 22,050  42 LOWER SPEELYAI SORTS U2 1,400  43 LOWER SPEELYAI SORTS U3 15 5,250  44 LOWER SPEELYAI SORTS U4 1,400  45 LOWER SPEELYAI SORTS U5 1 350  46 LOWER SPEELYAI SORTS U5 1 350  47 PICK UP STICKS U1 70 24,500  48 PICK UP STICKS U2 49 17,150  49 PICK UP STICKS U3 92 36,800  50 PICK UP STICKS U9 2 700  51 SALTY VRH RMZ U11 1 350  52 SALTY VRH RMZ U12 1 350  53 SALTY VRH RMZ U12 1 350	38	LOWER LARCH U9	1	330	
1	39	UPPER COUGAR VRH U1	59	20,650	
1	40	CODA U1	75	22,500	
42 U2 4 1,400  43 LOWER SPEELYAI SORTS U3  44 LOWER SPEELYAI SORTS U4 1 350  45 LOWER SPEELYAI SORTS U5 2 700  46 LOWER SPEELYAI SORTS U6 1 350  47 PICK UP STICKS U1 70 24,500  48 PICK UP STICKS U2 49 17,150  49 PICK UP STICKS U3 92 36,800  50 PICK UP STICKS U9 2 700  51 SALTY VRH RMZ U11 1 350  52 SALTY VRH RMZ U12 1 350  53 SALTY VRH RMZ U12 1 350  53 SALTY VRH U1 29 10,150	41		63	22,050	
15   5,250	42		4	1,400	
44     U4     1     350       45     LOWER SPEELYAI SORTS U5     2     700       46     LOWER SPEELYAI SORTS U6     1     350       47     PICK UP STICKS U1     70     24,500       48     PICK UP STICKS U2     49     17,150       49     PICK UP STICKS U3     92     36,800       50     PICK UP STICKS U9     2     700       51     SALTY VRH RMZ U11     1     350       52     SALTY VRH RMZ U12     1     350       53     SALTY VRH U1     29     10,150	43		15	5,250	
45 U5 2 700 46 LOWER SPEELYAI SORTS U6 1 350 47 PICK UP STICKS U1 70 24,500 48 PICK UP STICKS U2 49 17,150 49 PICK UP STICKS U3 92 36,800 50 PICK UP STICKS U9 2 700 51 SALTY VRH RMZ U11 1 350 52 SALTY VRH RMZ U12 1 350 53 SALTY VRH U1 29 10,150	44		1	350	
46     U6     1     350       47     PICK UP STICKS U1     70     24,500       48     PICK UP STICKS U2     49     17,150       49     PICK UP STICKS U3     92     36,800       50     PICK UP STICKS U9     2     700       51     SALTY VRH RMZ U11     1     350       52     SALTY VRH RMZ U12     1     350       53     SALTY VRH U1     29     10,150	45		2	700	
48       PICK UP STICKS U2       49       17,150         49       PICK UP STICKS U3       92       36,800         50       PICK UP STICKS U9       2       700         51       SALTY VRH RMZ U11       1       350         52       SALTY VRH RMZ U12       1       350         53       SALTY VRH U1       29       10,150	46		1	350	
49       PICK UP STICKS U3       92       36,800         50       PICK UP STICKS U9       2       700         51       SALTY VRH RMZ U11       1       350         52       SALTY VRH RMZ U12       1       350         53       SALTY VRH U1       29       10,150	47	PICK UP STICKS U1	70	24,500	
50     PICK UP STICKS U9     2     700       51     SALTY VRH RMZ U11     1     350       52     SALTY VRH RMZ U12     1     350       53     SALTY VRH U1     29     10,150	48	PICK UP STICKS U2	49	17,150	
51       SALTY VRH RMZ U11       1       350         52       SALTY VRH RMZ U12       1       350         53       SALTY VRH U1       29       10,150	49	PICK UP STICKS U3	92	36,800	
52     SALTY VRH RMZ U12     1     350       53     SALTY VRH U1     29     10,150	50	PICK UP STICKS U9	2	700	
53 SALTY VRH U1 29 10,150	51	SALTY VRH RMZ U11 1		350	
+ + + + + + + + + + + + + + + + + + + +	52	SALTY VRH RMZ U12	1	350	
54 SALTY VRH U2 59 20,650	53	SALTY VRH U1	29	10,150	
	54	SALTY VRH U2	59	20,650	

		Acres = 2,063	Approximate # Seedlings = 710,660	\$
69	UNIBROW U2	1	350	
68	UNIBROW U1	24	8,400	
67	GREEN THOMAS U2	93	32,550	
66	GREEN THOMAS U1	21	7,350	
65	BROOM CLOSET U4	56	19,600	
64	BROOM CLOSET U2	52	18,200	
63	BIG FOX U3	8	2,800	
62	BIG FOX U2	76	26,600	
61	BIG FOX U1	63	22,050	
60	TRAIL RIDE	30	10,800	
59	SALTY VRH U7	69	24,150	
58	SALTY VRH U6	6	2,100	
57	SALTY VRH U5	21	7,350	
56	SALTY VRH U4	2	700	
55	SALTY VRH U3	59	20,650	

PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING	BID
SIGNATURE OF AUTHORIZED PERSON	DATE SIGNED

\*refer to Section II of the Draft Contract (Exhibit B) for more information on treatment units.

## **EXHIBIT 1: Draft Contract**



## Pacific Cascade Region

# Tree Planting Contract Number #3153

**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. 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.

## A-01 Contractor's Warranty

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

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

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

#### A-02 Modifications

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

## A-03 Contract Complete

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

## A-05 Scope of DNR Advice

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

#### A-06 Performance Security

Contractor agrees to furnish, within ten (10) business days of receipt of the award letter, security in the amount of ten percent (10%) of the total awarded contract price. The security shall be in the form of certified check or 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 #3152 including final Bid Documents (Exhibit 2) with signatures

#### 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 #3153 and Jared Larwick, 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.

<u>Employer's liability ("Stop Gap") Insurance</u>: 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:**

<u>Additional Insured</u>: 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.

<u>Cancellation</u>: 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.

<u>Self-Insurance</u>: 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.

<u>Waiver</u>: 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 1/02/2024 to 4/19/2024. 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 <u>RCW 43.01.135</u>, 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

## A-36 Funding Source

At all times during the course of this contract, the Contractor must comply with applicable laws, rules, policy and regulations required by the source of funding for the contract.

## SECTION I-B: SPECIFICATIONS FOR THE ACTIVITY

Contractor shall transport and plant Seedlings as described below.

## B-01 Workers, Supervision, and Equipment

Contractor shall provide:

- A. A minimum crew size of **8** workers, and a maximum crew size of **14** workers, unless otherwise approved by the Compliance Forester;
- B. Adequate crew supervision, including at least one qualified 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

#### **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 <sup>3</sup> )	P+0 (≤ 10in³)	-10%
P+0 (≤ 10in³)	1+1 or P+1 or P+1/2 Or 2+0 or 1+0 or P+0 (> 10in³)	+10%

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 10 percent of the total trees planted on a Unit.

#### **B-05** Weather Conditions

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

- A. Air temperature of less than 32 degrees F (32°F) or greater than 65 degrees F (65°F);
- B. Wind velocity greater than twenty (20) miles per hour;
- C. Soil frozen more than one-half (1/2) inch deep;
- D. Snow cover greater than two (2) inches; or
- E. Less than 50 percent Relative Humidity (RH).

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

## B-06 Seedling Care During Transportation and Handling

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

- A. Containers of Seedlings shall be carefully handled at all times. No throwing, dropping, crushing, etc.;
- B. Containers of Seedlings shall be shaded from the sun with a reflective tarp and shielded from winds. Contractor shall have water available on-site for dipping Seedling roots prior to being placed in the planting bags. At the Compliance Forester's verbal request, Seedling roots shall be moistened with water and/or planting bags lined with damp packing material;
- C. Containers of Seedlings shall be stored in a manner that will provide air circulation around each container. When containers are stored in snow banks, snow shall be placed around each container;
- D. Seedlings will be distributed to the workers so that no more than one container per Seedling stock type will be open at the assembly point at one time;
- E. Opened containers of Seedlings shall be immediately resealed. Contractor shall supply tape and/or stapler to reseal and have them available on the Work site at all times;
- F. Seedlings carried by a worker shall be in a planting bag and arranged for easy removal of one Seedling at a time. Planting bags shall not be overfilled. Seedlings should be placed in planting bags without shaking or removing soil from the roots. Seedlings should be placed in the planting bag by cupping the roots and guiding the roots into the bag. Seedlings should not be grabbed at the root collar and stuffed into the planting bag;
- G. Seedlings shall not be removed from the planting bag before a planting hole has been prepared;
- H. Seedlings shall be planted as received without pruning or culling, unless directed to do so by the Compliance Forester;

- I. If mold, dry roots, freezing, drying, or evidence of other injury is observed on any Seedlings, Contractor shall cease planting such damaged Seedlings, and the condition shall be immediately reported to the Compliance Forester. If available, other Seedlings shall be used until the Compliance Forester has decided whether or not the damaged Seedlings can be planted;
- J. At the end of the Work day, Seedlings which have been distributed but not planted shall be sealed and returned to the cooler; and
- K. Contractor shall keep Seedlings free from damage at all times, including but not limited to: drying, heating, smothering, freezing, drowning, or mechanical injury.

## B-07 Spacing and Number of Seedlings

Contractor shall plant Seedlings as follows:

## A. Total Seedlings Per Acre

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

## B. Seedlings Per Acre by Species

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

## C. Average Spacing

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

## D. Minimum Spacing

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

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

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

## E. Variation to Average Spacing

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

#### B-08 Line Planting Method

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

#### **B-09** Satisfactorily Planted Seedlings

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

## A. Preparation of Planting Spot

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

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

#### **B. Unplantable Spots**

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

## C. Planting Hole Location and Excavation

The planting hole shall be located and excavated as follows:

- 1. The planting hole shall be located in mineral soil and as near the center of the Planting Spot as is practicable;
- 2. Where possible, the planting hole shall be located near stumps, logs, dead brush, or other dead shade to provide protection from animal damage, winds, and solar radiation; and
- 3. The planting hole shall be vertical, broken out on three sides, and shall be wide and deep enough to fully accommodate the roots of the Seedling being planted.

## D. Seedling Placement in Planting Hole

Seedling placement in the planting hole shall be as follows:

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

#### **B-10** Seedling Waste by Contractor

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

## **B-11 Maximum Daily Seedling Distribution**

The maximum total number of seedlings to be distributed to the contractor per worker in a single day will not exceed 1,200. Total trees distributed is calculated by multiplying the number of active planters working on the crew that day by 1,200, not including crew bosses (Foreman). Changes to increase the maximum number of seedlings per worker per day need to be approved in writing by the Contract Administrator or Contract Manager.

## **B-12** Special Planting Requirements

#### A. Western Redcedar in Microsites

Contractor shall plant all western redcedar (RC) Seedlings without pre-netting or Vexar® tubes in Microsites. A 'Microsite' is defined as a Planting Spot having slash or dead brush adjacent to two (2) sides of the Seedling, that is at least two (2) vertical feet above the ground line, and within two (2) horizontal feet from the planted Seedling. RC are not subject to the Minimum Spacing listed in the Unit Description (Section II-A), and can be planted within four (4) feet of another RC and within six (6) feet of any other Seedling species. Any RC without pre-netting or a Vexar® tube that is planted outside a suitable Microsite will not be considered a satisfactorily planted Seedling. RC planted with pre-netting or Vexar® tubes shall be planted in Microsites where available, otherwise they shall be planted evenly across the planting area.

## **B.** Starting Date for Work

Contractor shall begin Work by **01/22/2024**, unless alternative plans are approved by the Contract Manager, or the Compliance Forester anticipates Seedling supply issues (Clause B-03) or unfavorable weather conditions (Clause B-05).

### C. Additional Holidays – Work Not Guaranteed

January 15, 2024 and February 19, 2024 are not guaranteed Work days.

## D. Inspection Plots to be Installed by Contractor Foreperson

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

## 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<sup>th</sup>, 16.7 foot radius) and one one-hundredth (1/100<sup>th</sup>, 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:

# of Planting Spots = # of Expected Planting Spots – # 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<sup>th</sup> 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 = 10The 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

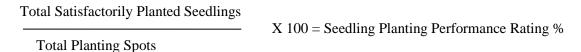
are damaged or bent, the Seedling is buried too deep, or the soil is not packed firmly around the roots (Clause B-09-D).

## 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:



## 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 \$300 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 \$300/thousand = \$192/thousand.

**Example B:** The Unit Bid Price is \$250 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 \$250/thousand = \$235/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.

Unit #	Work Area	Interplant Unit	Unit Name	Acres to Plant	Target Spacing - Average Total Seedlings per Acre	Seedling Species	Stock Type	Seedlings per Acre by Species	Total Seedlings by Species	Elevation (max.ft.)	Gate	Key	Additional Requirements and Comments
1	YA	Yes	PROSPECTOR VRH U7	66	11X11 - 350	DF	P+0	100	6,600	2680	Yes	PCP1-1	Interplant Unit
2	YA	No	SLASH GORDON U1	41	10.5x10.5 - 400	DF	P+0	350	14,350	2080	No		
						WH	P+0	50	2,050				
3	YA	No	SLASH GORDON U2	10	10.5x10.5 - 400	DF	P+0	350	3,500	1840	No		
						WH	P+0	50	500				
4	YA	No	SLASH GORDON U3	44	10.5x10.5 - 400	DF	P+0	350	15,400	1520	No		
						WH	P+0	50	2,200				
5	YA	No	SLASH GORDON U4	11	10.5x10.5 - 400	DF	P+0	350	3,850	2120	No		
						WH	P+0	50	550				
6	YA	No	SLASH GORDON U5	46	10.5x10.5 - 400	DF	P+0	300	13,800	2400	No		
						NF	P+0	75	3,450				
						WH	P+0	25	1,150				
7	YA	No	SLASH GORDON U6	5	10.5x10.5 - 400	DF	P+0	300	1,500	2600	No		
						NF	P+0	75	375				
						WH	P+0	25	125				
8	YA	No	SLASH GORDON U7	10	10.5x10.5 - 400	DF	P+0	300	3,000	2600	No		
						NF	P+0	75	750				
						WH	P+0	25	250				
9	YA	No	SLASH GORDON U8	4	10.5x10.5 - 400	DF	P+0	300	1,200	2560	No		
						NF	P+0	75	300				
						WH	P+0	25	100				
10	SH	No	BUTTER U2	13	11x11 - 350	DF	1+1	290	3,770	1800	Yes	PCP1-1	
						WH	P+0	50	650				
						WRC	P+1	10	130				

Unit #	Work Area	Interplant Unit	Unit Name	Acres to Plant	Target Spacing - Average Total Seedlings per Acre	Seedling Species	Stock Type	Seedlings per Acre by Species	Total Seedlings by Species	Elevation (max.ft.)	Gate	Key	Additional Requirements and Comments
11	SH	No	BUTTER U3	6	11x11 - 350	DF	1+1	290	1,740	1720	Yes	PCP1-1	
						WH	P+0	50	300				
						WRC	P+1	10	60				
12	SH	No	CAT GAME U1	71	11x11 - 350	DF	P+0	300	21,300	1760	Yes	PCP1-1	
						WH	P+0	35	2,485				
						WRC	P+1	15	1,065				
13	SH	No	CAT GAME U2	1	11x11 - 350	DF	P+0	300	300	240	Yes	PCP1-1	
						WH	P+0	35	35				
						WRC	P+1	15	15				
14	SH	No	GROOT VRH THIN U1	63	11x11 - 350	DF	1+1	300	18,900	2800	No		
						WH	P+1	40	2,520				
						WRC	P+1	10	630				
15	SH	No	GROOT VRH THIN U3	10	11x11 - 350	DF	1+1	300	3,000	1320	No		
						WH	P+1	40	400				
						WRC	P+1	10	100				
16	SH	No	GROOT VRH THIN U4	25	11x11 - 350	DF	1+1	300	7,500	1600	No		
						WH	P+1	40	1,000				
						WRC	P+1	10	250				
17	SH	No	RIGHT MEOW U1	9	11x11 - 350	DF	1+1	340	3,060	2320	No		
						WRC	P+1	10	90				
18	SH	No	RIGHT MEOW U2	5	11x11 - 350	DF	1+1	340	1,700	2280	No		
						WRC	P+1	10	50				
19	SH	No	RIGHT MEOW U3	3	11x11 - 350	DF	1+1	340	1,050	2160	No		
						WRC	P+1	10	30				

Unit #	Work Area	Interplant Unit	Unit Name	Acres to Plant	Target Spacing - Average Total Seedlings per Acre	Seedling Species	Stock Type	Seedlings per Acre by Species	Total Seedlings by Species	Elevation (max.ft.)	Gate	Key	Additional Requirements and Comments
20	SH	No	RIGHT MEOW U4	45	11x11 - 350	DF	1+1	340	15,300	2280	No		
						WRC	P+1	10	450				
21	SH	No	SWITCHED SIGNAL SORTS U2	91	11x11 - 350	DF	1+1	250	22,750	2720	No		
						WH	P+1	50	4,550				
						NF	P+1	50	4,550				
22	SH	No	SWITCHED SIGNAL SORTS U3	19	11x11 - 350	DF	1+1	250	4,750	2640	No		
						WH	P+1	50	950				
						NF	P+1	50	950				
23	YA	No	DREAMER U1	31	11x11 - 350	DF	1+1	335	10,385	1640	Yes	PCP1-1	
						WRC	P+1	15	465				
24	YA	No	DREAMER U2	26	11x11 - 350	DF	1+1	335	8,710	1520	Yes	PCP1-1	
						WRC	P+1	15	390				
25	YA	No	DREAMER U3	10	11x11 - 350	DF	1+1	335	3,350	1040	Yes	PCP1-1	
						WRC	P+1	15	150				
26	YA	No	DREAMER U4	37	11x11 - 350	DF	1+1	335	12,395	1000	Yes	PCP1-1	
						WRC	P+1	15	555				
27	YA	No	DREAMER U5	11	11x11 - 350	DF	1+1	335	3,685	880	Yes	PCP1-1	
						WRC	P+1	15	165				
28	YA	No	GINGER U1	41	11.5x11.5 - 330	DF	1+1	165	6,930	2360	No		
						DF	P+0	165	6,930				
29	YA	No	LACAMAS CREEK U1	10	11.5x11.5 - 330	DF	1+1	330	3,300	1760	Yes	PCP1-1	
30	YA	No	LOWER LARCH U1	24	11.5x11.5 - 330	DF	P+0	330	7,920	1760	No		
31	YA	No	LOWER LARCH U2	82	11.5x11.5 - 330	DF	1+1	270	22,060	1920	No		
						DF	P+0	60	5,000				
32	YA	No	LOWER LARCH U3	55	11.5x11.5 - 330	DF	P+0	330	18,150	2160	No		
33	YA	No	LOWER LARCH U4	18	11.5x11.5 - 330	DF	1+1	190	3,440	1640	No		
						DF	P+0	140	2,500				
34	YA	No	LOWER LARCH U5	2	11.5x11.5 - 330	DF	1+1	330	660	1640	No		

Unit #	Work Area	Interplant Unit	Unit Name	Acres to Plant	Target Spacing - Average Total Seedlings per Acre	Seedling Species	Stock Type	Seedlings per Acre by Species	Total Seedlings by Species	Elevation (max.ft.)	Gate	Key	Additional Requirements and Comments
35	YA	No	LOWER LARCH U6	11	11.5x11.5 - 330	DF	P+0	330	3,630	1480	No		
36	YA	No	LOWER LARCH U7	1	11.5x11.5 - 330	DF	P+0	330	330	1680	No		
37	YA	No	LOWER LARCH U8	1	11.5x11.5 - 330	DF	P+0	330	330	1800	No		
38	YA	No	LOWER LARCH U9	1	11.5x11.5 - 330	DF	P+0	330	330	1960	No		
39	YA	No	UPPER COUGAR VRH U1	59	11x11 - 350	DF	1+1	350	20,650	720	Yes	PCP1-1	
40	YA	No	CODA U1	75	12x12 - 300	DF	1+1	300	22,500	2720	No		
41	YA	No	LOWER SPEELYAI SORTS U1	63	11x11 - 350	DF	P+1	325	20,475	1080	Yes	PCP1-1	
						WRC	P+1	25	1,575				
42	YA	No	LOWER SPEELYAI SORTS U2	4	11x11 - 350	DF	1+1	325	1,300	720	Yes	PCP1-1	
						WRC	P+1	25	100				
43	YA	No	LOWER SPEELYAI SORTS U3	15	11x11 - 350	DF	1+1	325	4,875	1120	Yes	PCP1-1	
						WRC	P+1	25	375				
44	YA	No	LOWER SPEELYAI SORTS U4	1	11x11 - 350	DF	1+1	325	325	640	Yes	PCP1-1	
						WRC	P+1	25	25				
45	YA	No	LOWER SPEELYAI SORTS U5	2	11x11 - 350	DF	1+1	325	650	1040	Yes	PCP1-1	
						WRC	P+1	25	50				
46	YA	No	LOWER SPEELYAI SORTS U6	1	11x11 - 350	DF	1+1	325	325	640	Yes	PCP1-1	
						WRC	P+1	25	25				
47	YA	No	PICK UP STICKS U1	70	11x11 - 350	DF	1+1	300	21,000	1400	No		
						WH	P+0	35	1,050				
						WRC	P+1	15	2,450				
48	YA	No	PICK UP STICKS U2	49	11x11 - 350	DF	1+1	300	14,700	1880	No		
						WH	P+0	35	1,715				
						WRC	P+1	15	735				
49	YA	No	PICK UP STICKS U3	92	10.5x10.5 - 400	DF	1+1	190	17,480	2640	No		
						NF	P+0	190	17,480				
						WRC	P+1	20	1,840				
50	YA	No	PICK UP STICKS U9	2	11x11 - 350	DF	1+1	350	700	840	No		

Unit #	Work Area	Interplant Unit	Unit Name	Acres to Plant	Target Spacing - Average Total Seedlings per Acre	Seedling Species	Stock Type	Seedlings per Acre by Species	Total Seedlings by Species	Elevation (max.ft.)	Gate	Key	Additional Requirements and Comments
51	YA	No	SALTY VRH RMZ U11	1	11x11 - 350	DF	1+1	150	150	2040	No		
						WH	P+0	100	100				
						WRC	P+1	100	100				
52	YA	No	SALTY VRH RMZ U12	1	11x11 - 350	DF	1+1	150	150	2080	No		
						WH	P+0	100	100				
						WRC	P+1	100	100				
53	YA	No	SALTY VRH RMZ U1	29	11x11 - 350	DF	1+1	300	8,700		No		
						WH	P+0	35	1,015				
						WRC	P+1	15	435				
54	YA	No	SALTY VRH RMZ U2	59	11x11 - 350	DF	1+1	300	17,700		No		
31			3/1211 VIIII III 32		TIMIT 330	WH	P+0	35	2,065		110		
						WRC	P+1	15	885				
55	YA	No	SALTY VRH RMZ U3	59	11x11 - 350	DF	1+1	300	17,700		No		
33		INO	SALIT VICITION OS	33	11/11 - 330	WH	P+0	35			NO		
									2,065				
	\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \	NI -		2	11.11 250	WRC	P+1	15	885		N		
56	YA	No	SALTY VRH RMZ U4	2	11x11 - 350	DF	1+1	300	600	1960	No		
						WH	P+0	35	70				
						WRC	P+1	15	30				
57	YA	No	SALTY VRH RMZ U5	21	11x11 - 350	DF	1+1	300	6,300		No		
						WH	P+0	35	735				
						WRC	P+1	15	315				
58	YA	No	SALTY VRH RMZ U6	6	11x11 - 350	DF	1+1	300	1,800	1960	No		
						WH	P+0	35	210				
						WRC	P+1	15	90				
59	YA	No	SALTY VRH RMZ U7	69	11x11 - 350	DF	1+1	300	20,700	2040	No		
						WH	P+0	35	2,415				
						WRC	P+1	15	1,035				
60	YA	No	TRAIL RIDE	30	12x12 - 300	DF	1+1	300	10,800	2480	No		

Unit #	Work Area	Interplant Unit	Unit Name	Acres to Plant	Target Spacing - Average Total Seedlings per Acre	Seedling Species	Stock Type	Seedlings per Acre by Species	Total Seedlings by Species	Elevation (max.ft.)		Key	Additional Requirements and Comments
61	SH	No	BIG FOX U1	63	11x11 - 350	DF	1+1	150	9,450	1840	No		
						WH	P+0	200	12,600				
62	SH	No	BIG FOX U2	76	11x11 - 350	DF	1+1	200	15,200	1360	No		
						WH	P+1	150	11,400				
63	SH	No	BIG FOX U3	8	11x11 - 350	DF	1+1	200	1,600	800	No		
						WH	P+1	150	1,200				
64	SH	No	BROOM CLOSET U2	52	11x11 - 350	DF	1+1	250	13,000	760	Yes	PCP1-1	
						WH	P+1	100	5,200				
65	SH	No	BROOM CLOSET U4	56	11x11 - 350	DF	1+1	250	14,000	760	Yes	PCP1-1	
						WH	P+1	100	5,600				
66	SH	No	GREEN THOMAS U1	21	11x11 - 350	DF	1+1	250	5,250	880	No		
						WH	P+1	100	2,100				
67	SH	No	GREEN THOMAS U2	93	11x11 - 350	DF	1+1	250	23,250	960	No		
						WH	P+1	100	9,300				
68	SH	No	UNIBROW U1	24	11x11 - 350	DF	1+1	175	4,200	840	No		
						WH	P+1	150	3,600				
						WRC	P+1	25	600				
69	SH	No	UNIBROW U2	1	11x11 - 350	DF	1+1	175	175	880	No		
						WH	P+1	150	150				
						WRC	P+1	25	25				
		<u>,                                      </u>		•									

710,660

Trees

**Contract 3153 Totals:** 

**Total Acres:** 

2,063

_							<b>T</b>		T			
				Target Spacing -								
				Average Total			Seedlings					
			Acres to	Seedlings per	Seedling		per Acre by	Total Seedlings	Elevation			Additional Requirements and
	Unit #   Work Area   Interplant Unit	Unit Name	Plant	Acre	Species	Stock Type	Species	by Species	(max.ft.)	Gate	Key	Comments

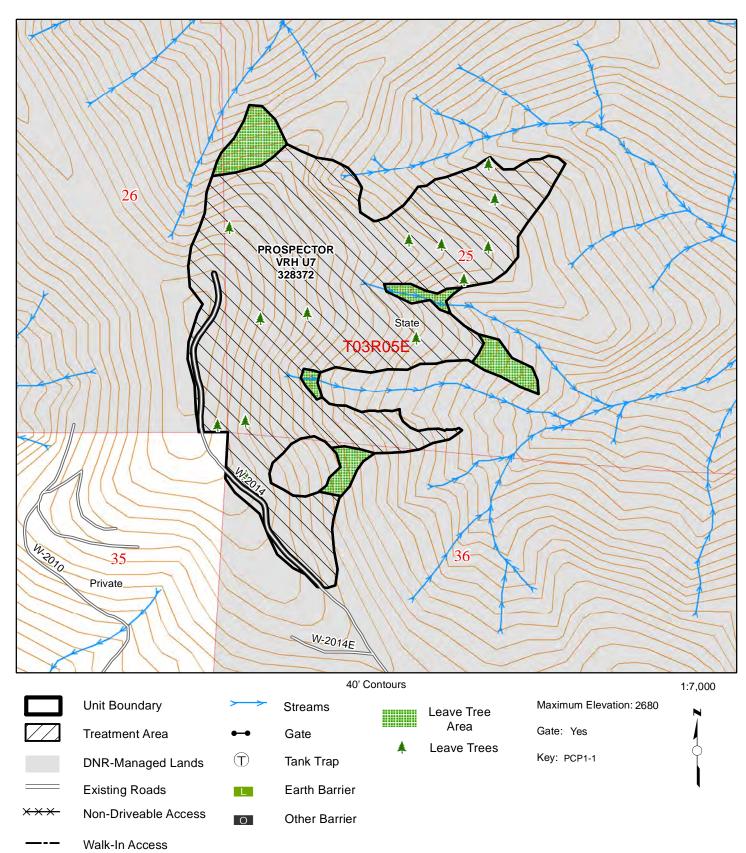
1	Contract 7	Term for	all units	is: <b>01</b>	/02	/2024 - 04	/19	/2024
⊥.	Contract	renn ioi	an units	12. UI	/ UZ/	<b>ZUZ4 - U4</b>	/ IJ	/ 2024

- 2. Minimum spacing is 6' for all units. Contract administrator on site can adjust minimum spacing at any time if needed. (See Clause B-07D)
- 3. Minimum crew size is 8 planters. Crew size requirements can be adjusted by Compliance Administrator.
- 4. A second English-speaking, non-planting crew supervisor is required at all times when more than 14 planters are working on the contract.

Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 66 Unit No. 1

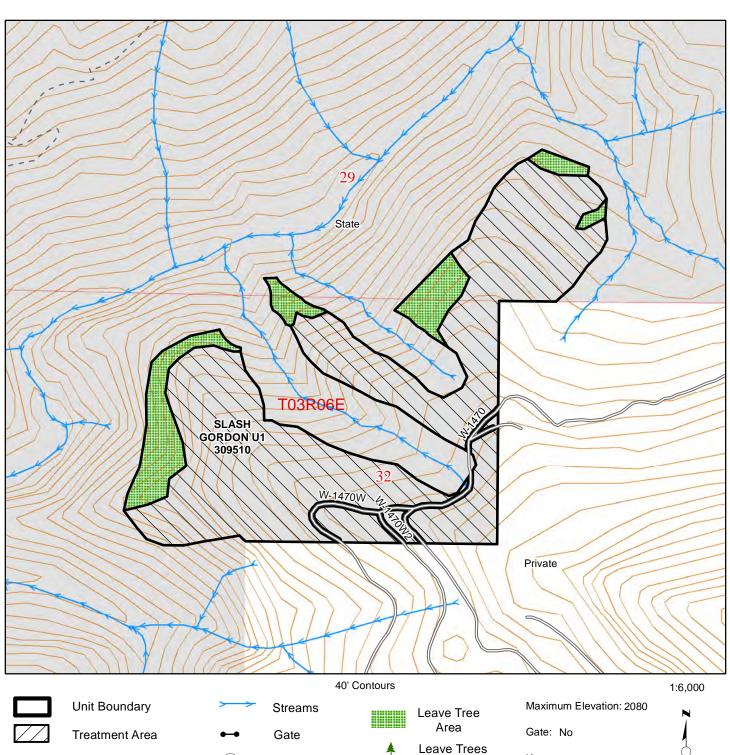
Unit Name: PROSPECTOR VRH U7



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 41 Unit No. 2

Unit Name: SLASH GORDON U1

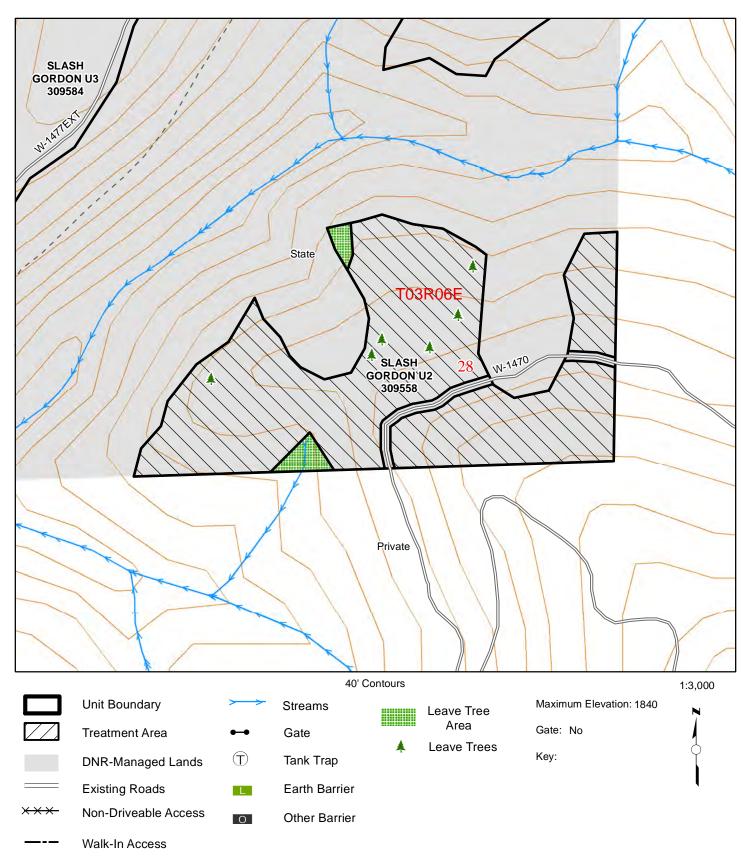




Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 10 Unit No. 3

Unit Name: SLASH GORDON U2

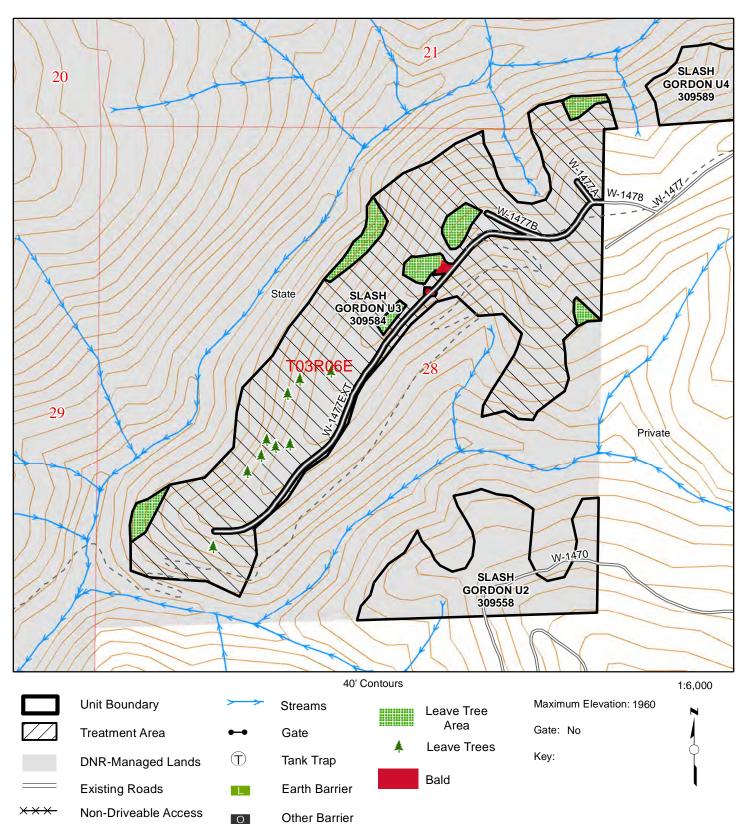


Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 44 Unit No. 4

Unit Name: SLASH GORDON U3

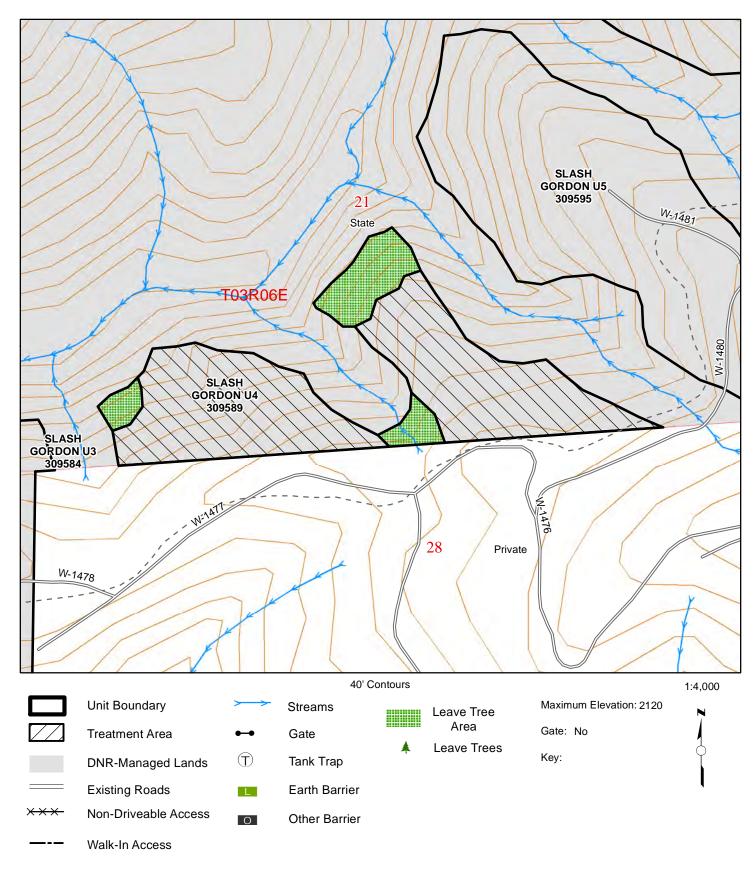
Walk-In Access



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 11 Unit No. 5

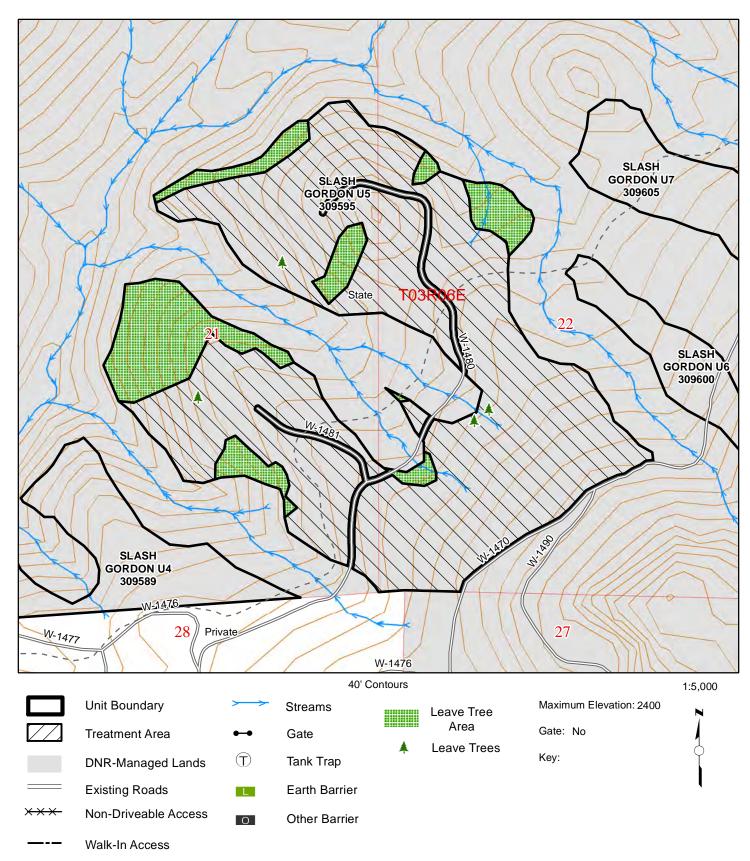
Unit Name: SLASH GORDON U4



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 46 Unit No. 6

Unit Name: SLASH GORDON U5

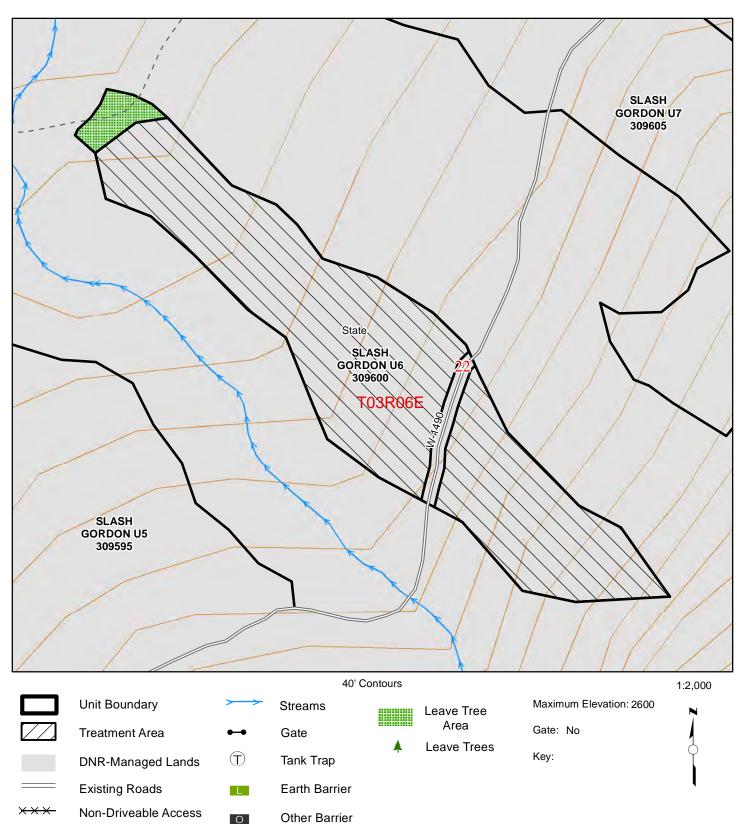


Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 5 Unit No. 7

Unit Name: SLASH GORDON U6

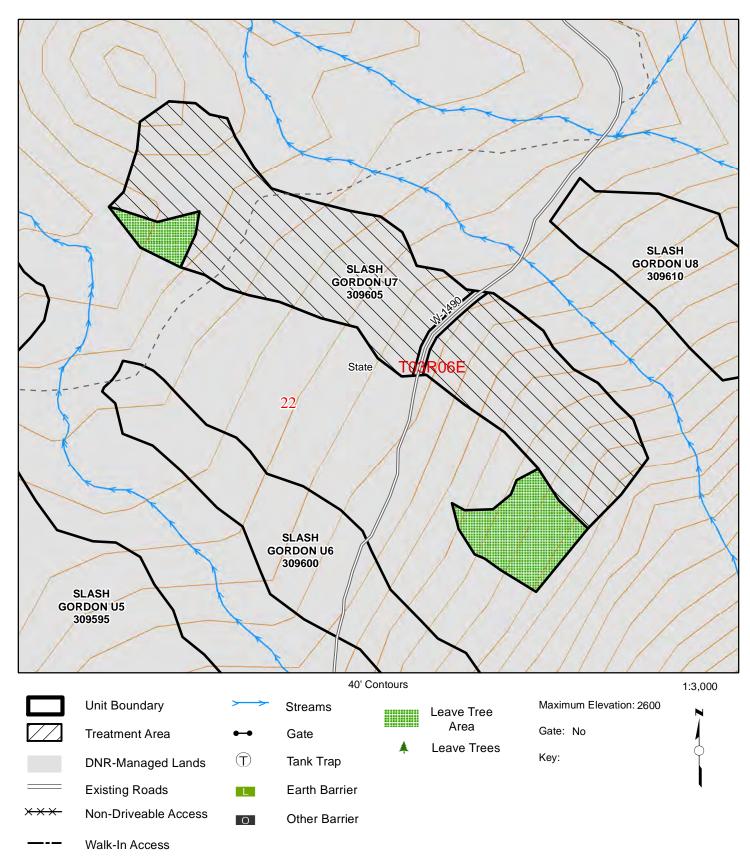
Walk-In Access



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 10 Unit No. 8

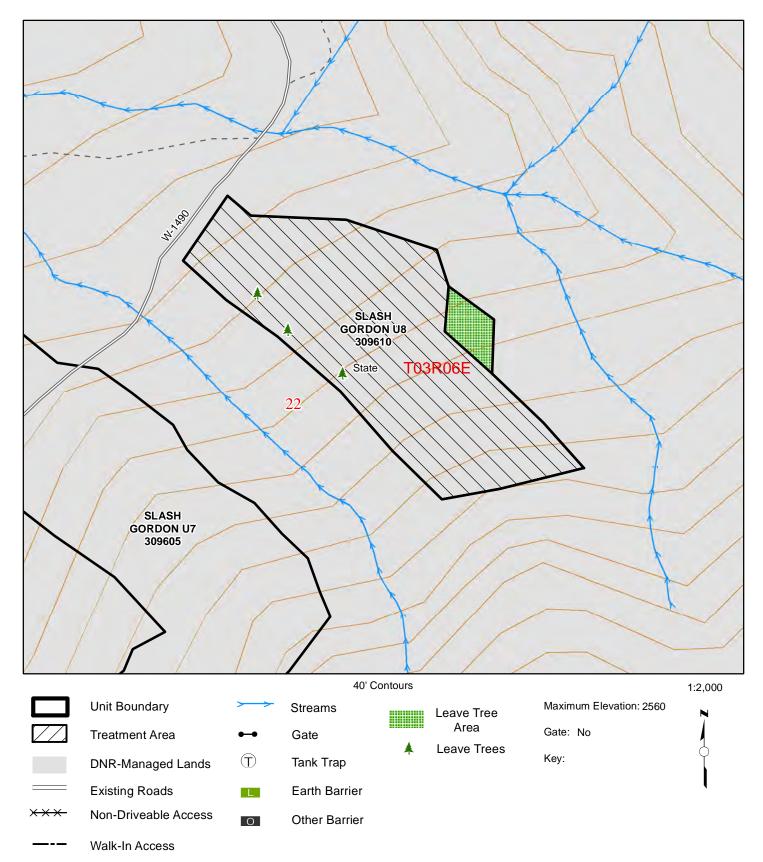
Unit Name: SLASH GORDON U7



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 4 Unit No. 9

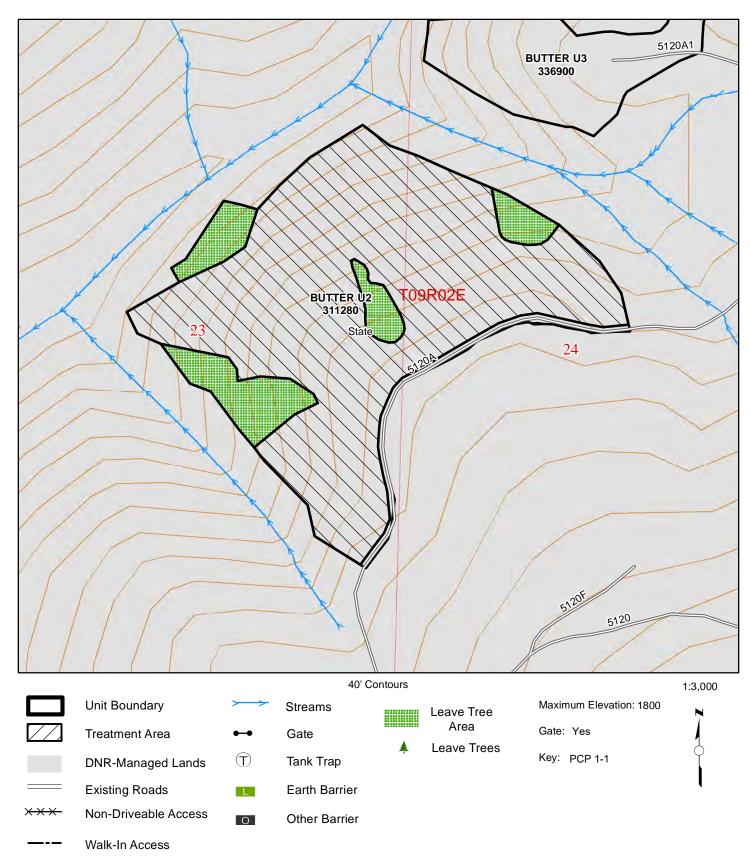
Unit Name: SLASH GORDON U8



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: St Helens Treatment Acres: 13 Unit No. 10

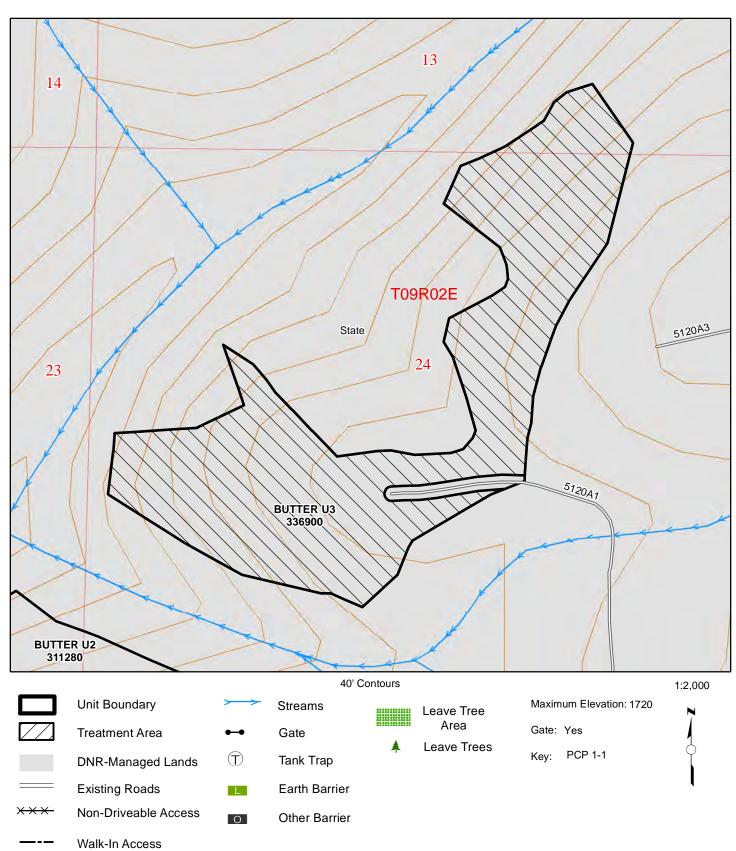
Unit Name: BUTTER U2



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: St Helens Treatment Acres: 6 Unit No. 11

Unit Name: BUTTER U3

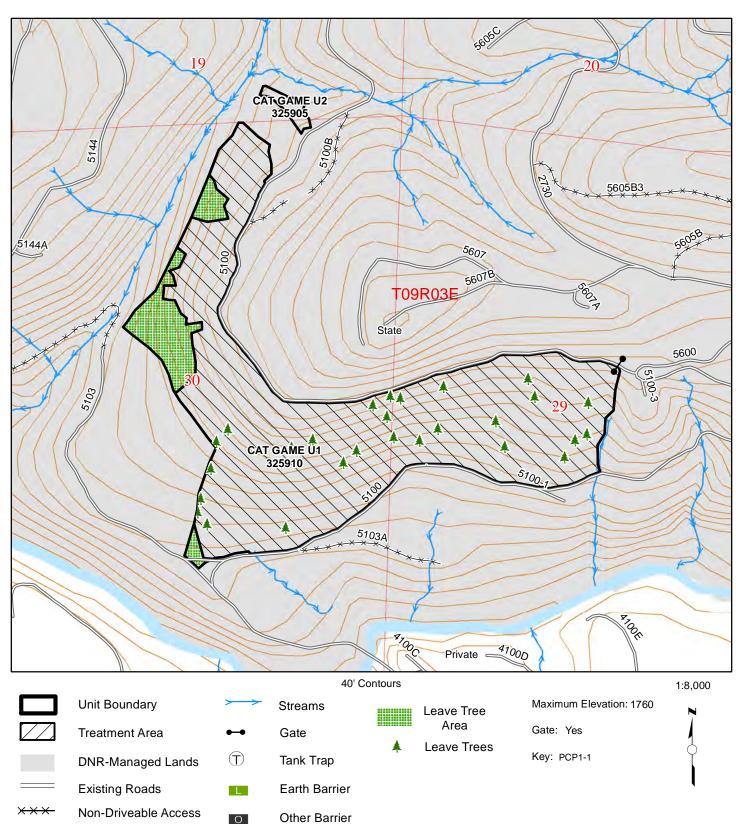


Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: St Helens Treatment Acres: 71 Unit No. 12

Unit Name: CAT GAME U1

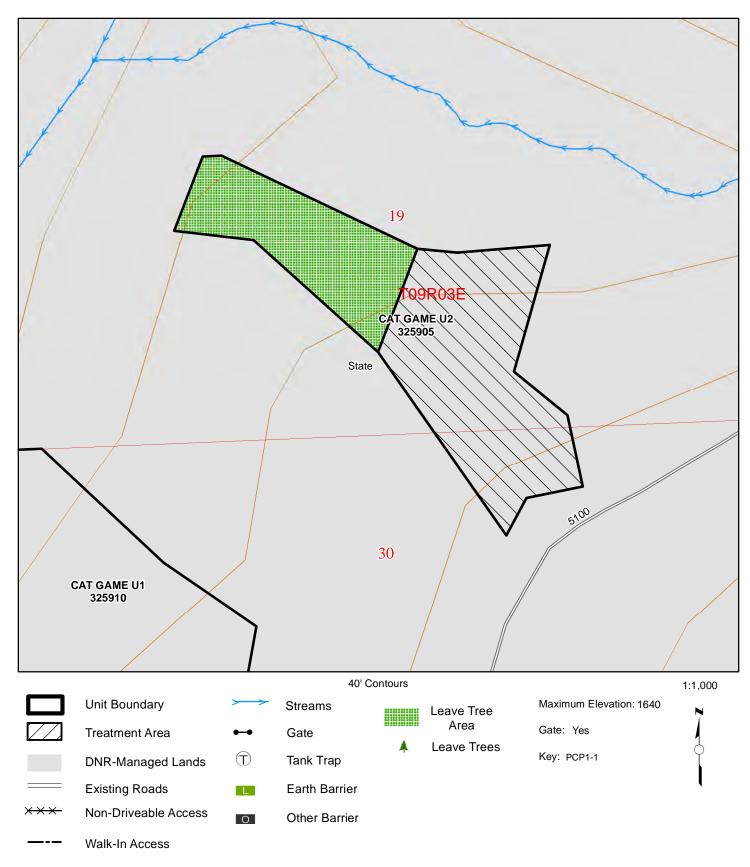
Walk-In Access



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: St Helens Treatment Acres: 1 Unit No. 13

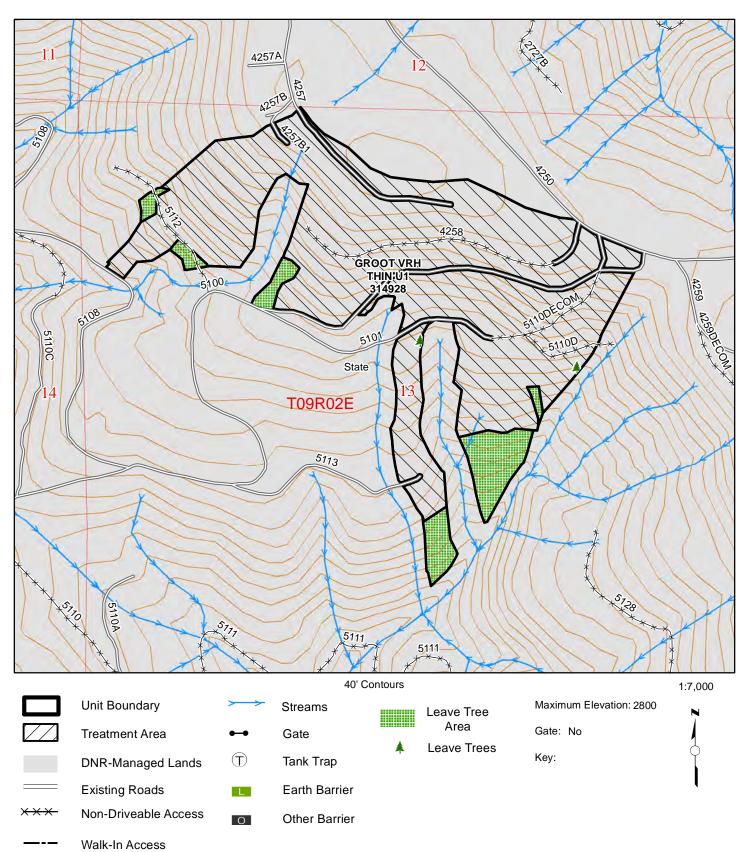
Unit Name: CAT GAME U2



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: St Helens Treatment Acres: 63 Unit No. 14

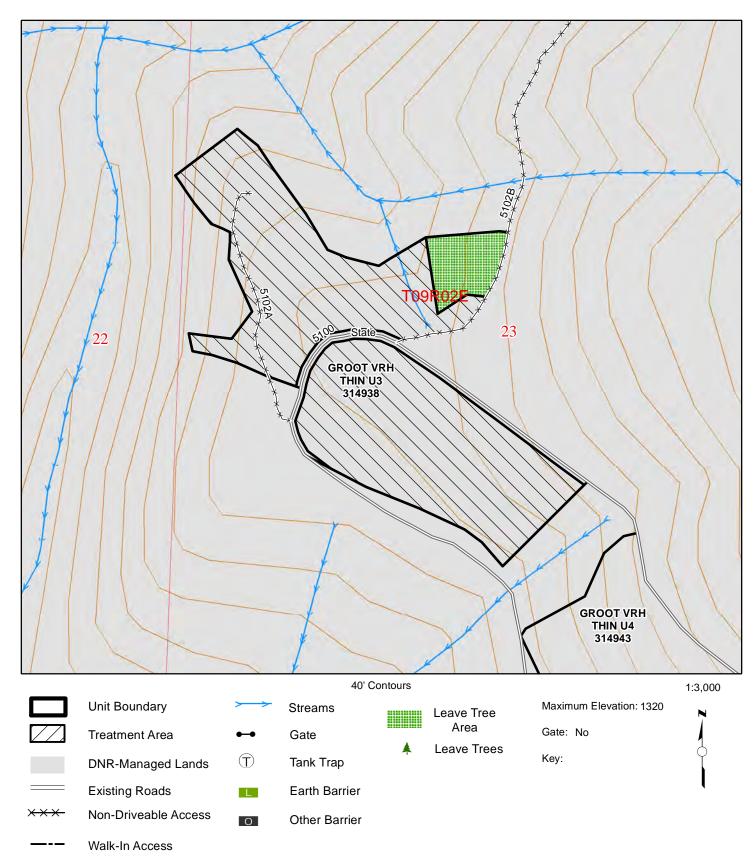
Unit Name: GROOT VRH THIN U1



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: St Helens Treatment Acres: 10 Unit No. 15

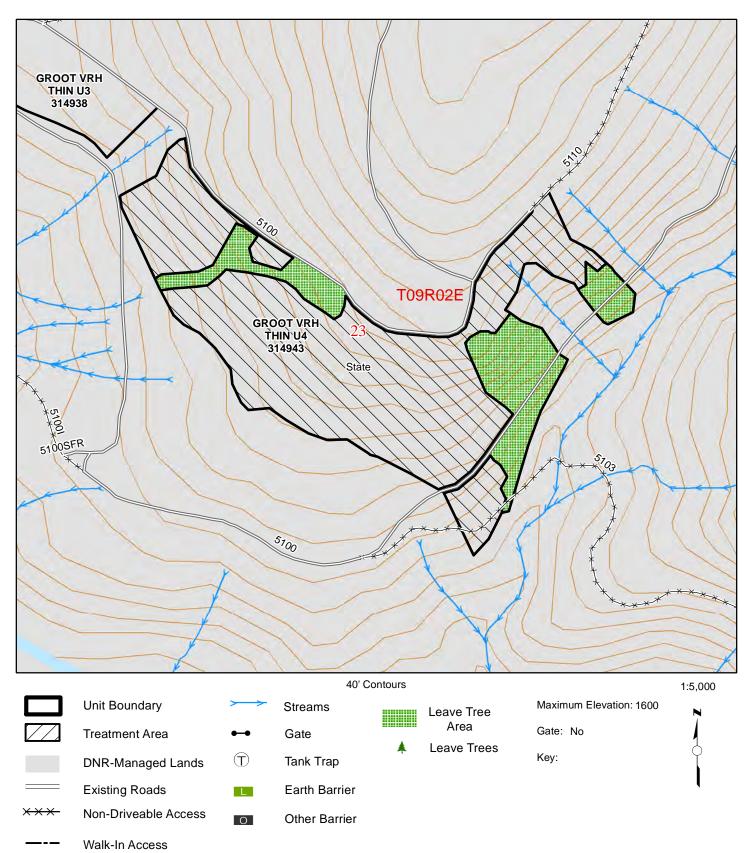
Unit Name: GROOT VRH THIN U3



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

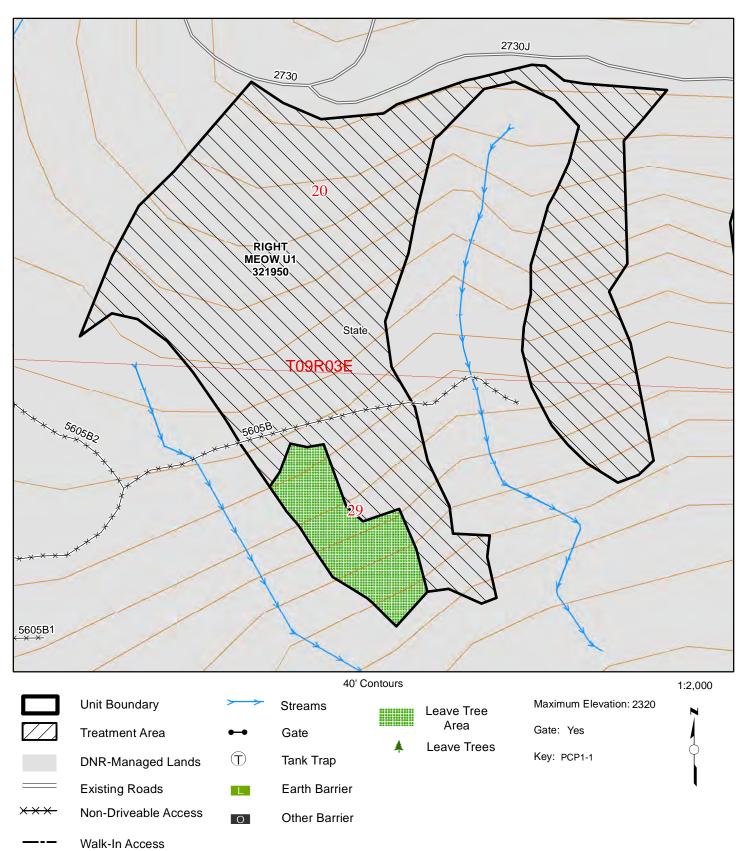
Work Unit: St Helens Treatment Acres: 25 Unit No. 16

Unit Name: GROOT VRH THIN U4



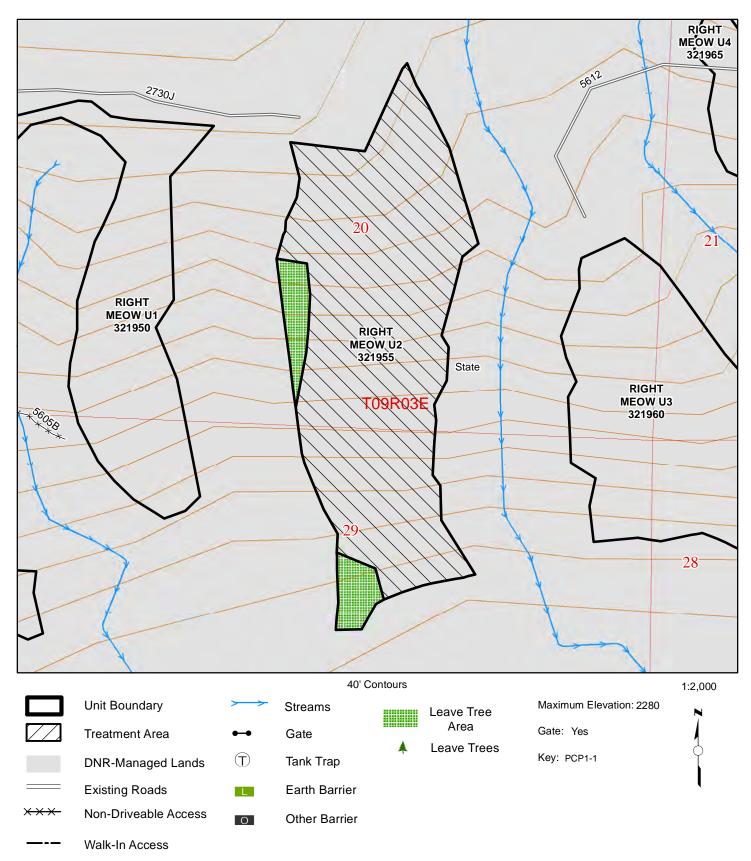
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: St Helens Treatment Acres: 9 Unit No. 17



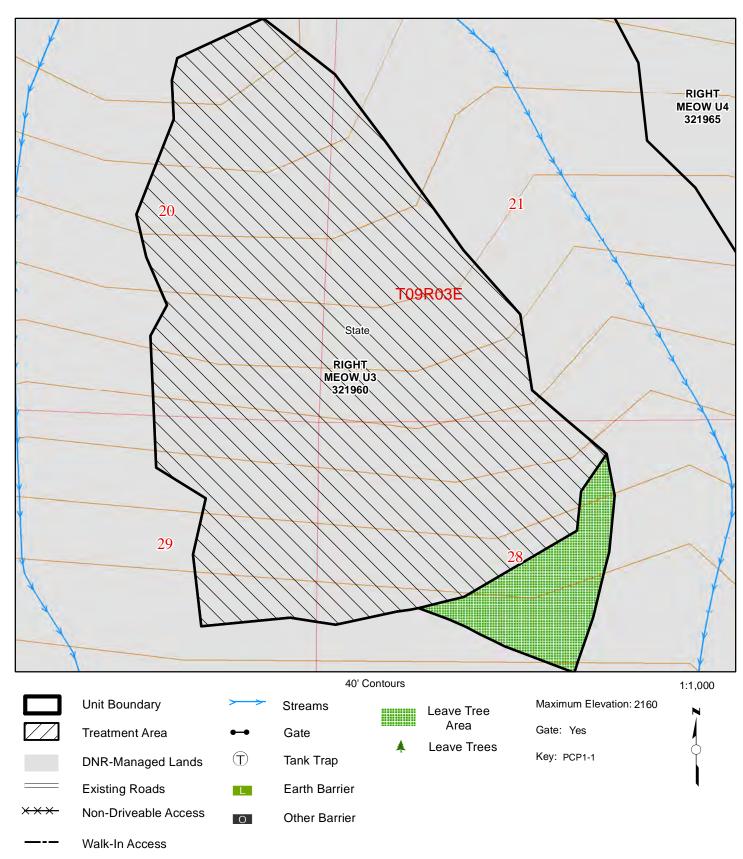
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: St Helens Treatment Acres: 5 Unit No. 18



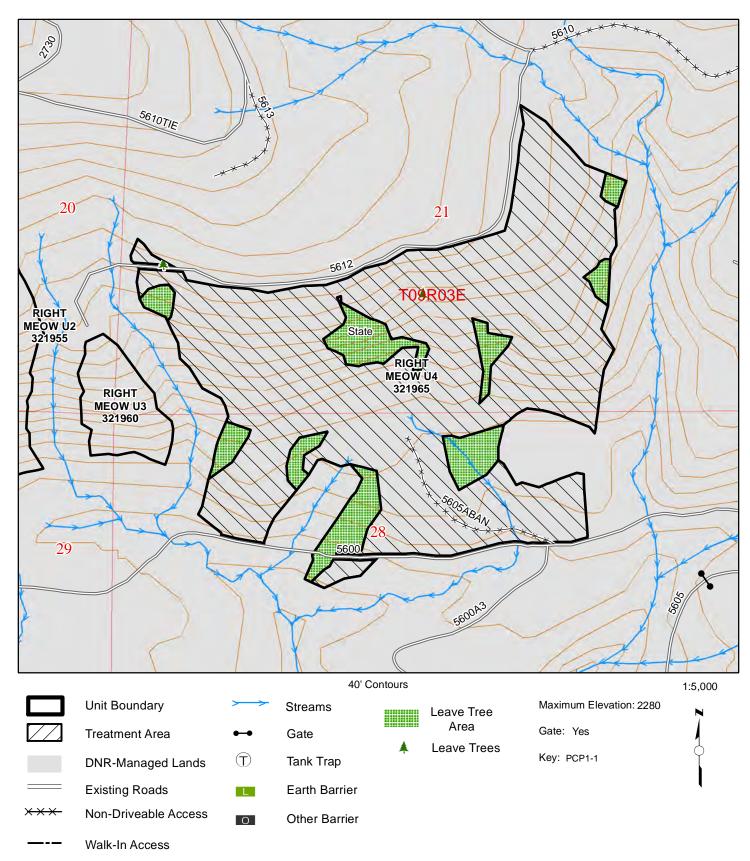
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: St Helens Treatment Acres: 3 Unit No. 19



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

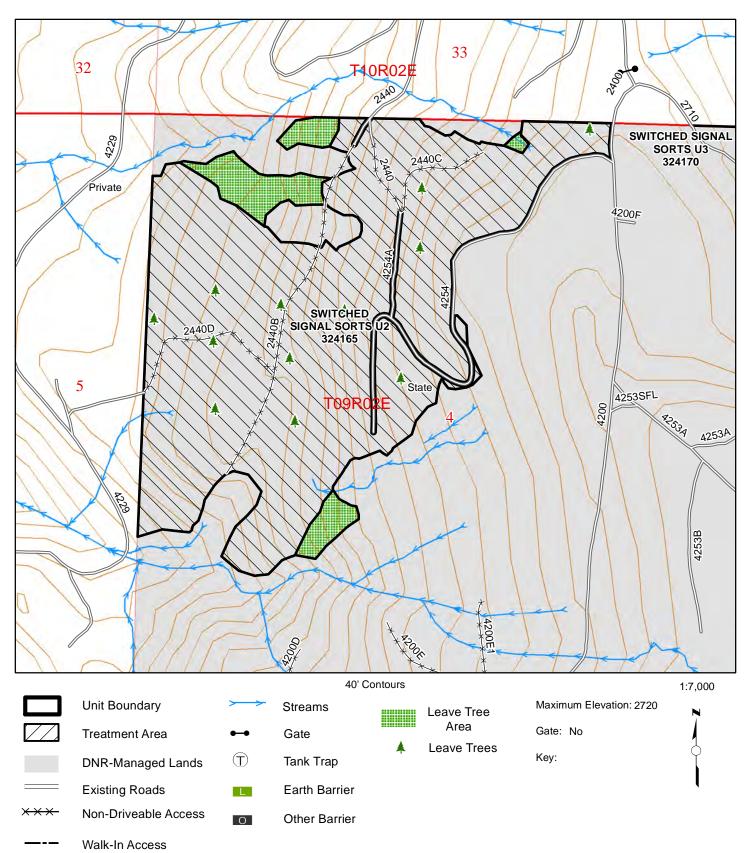
Work Unit: St Helens Treatment Acres: 45 Unit No. 20



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: St Helens Treatment Acres: 91 Unit No. 21

Unit Name: SWITCHED SIGNAL SORTS U2

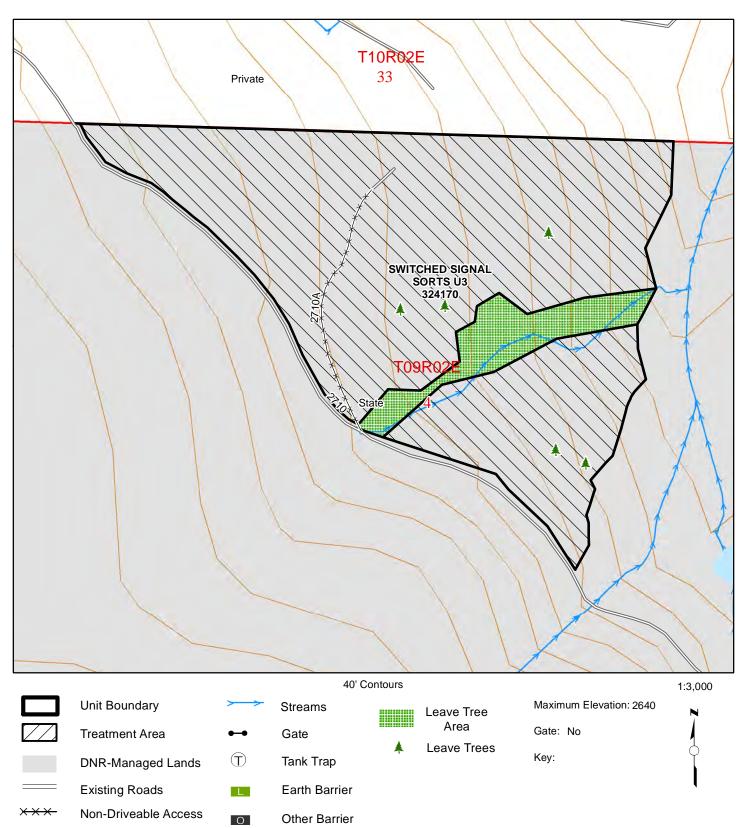


Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: St Helens Treatment Acres: 19 Unit No. 22

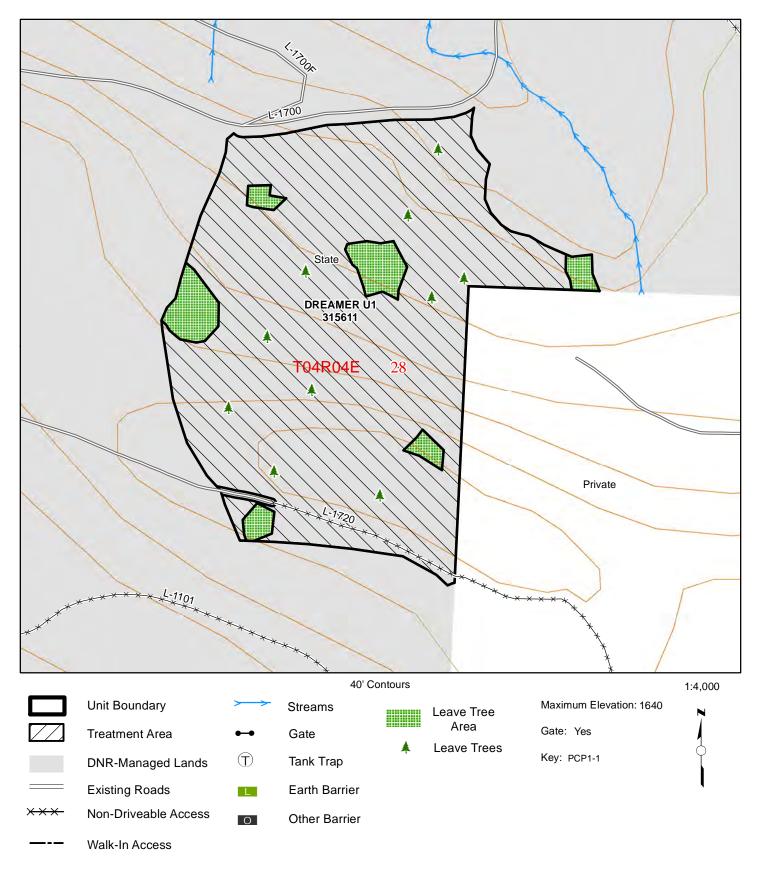
Unit Name: SWITCHED SIGNAL SORTS U3

Walk-In Access



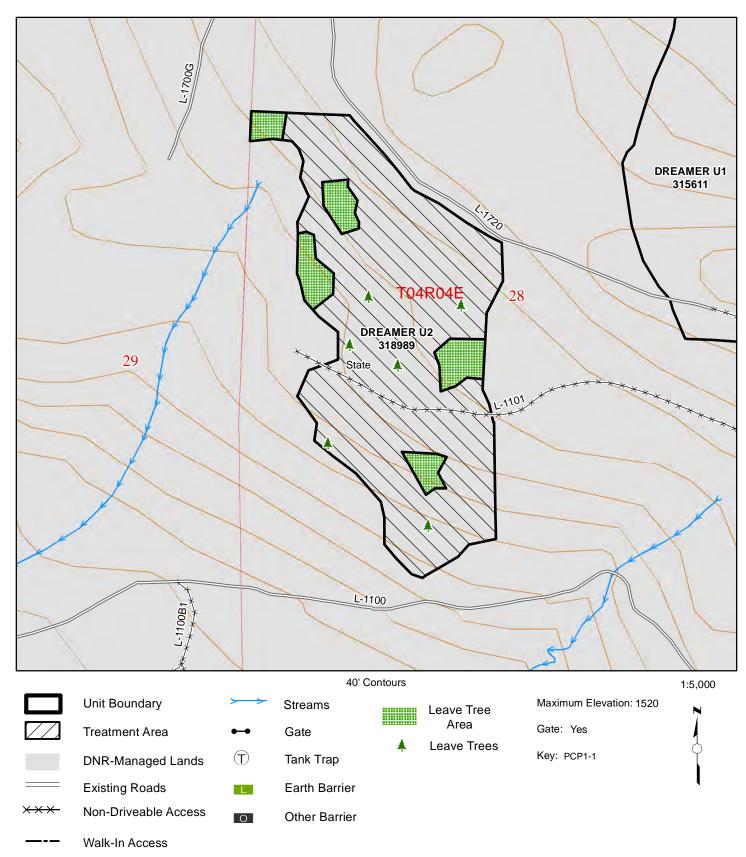
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 31 Unit No. 23



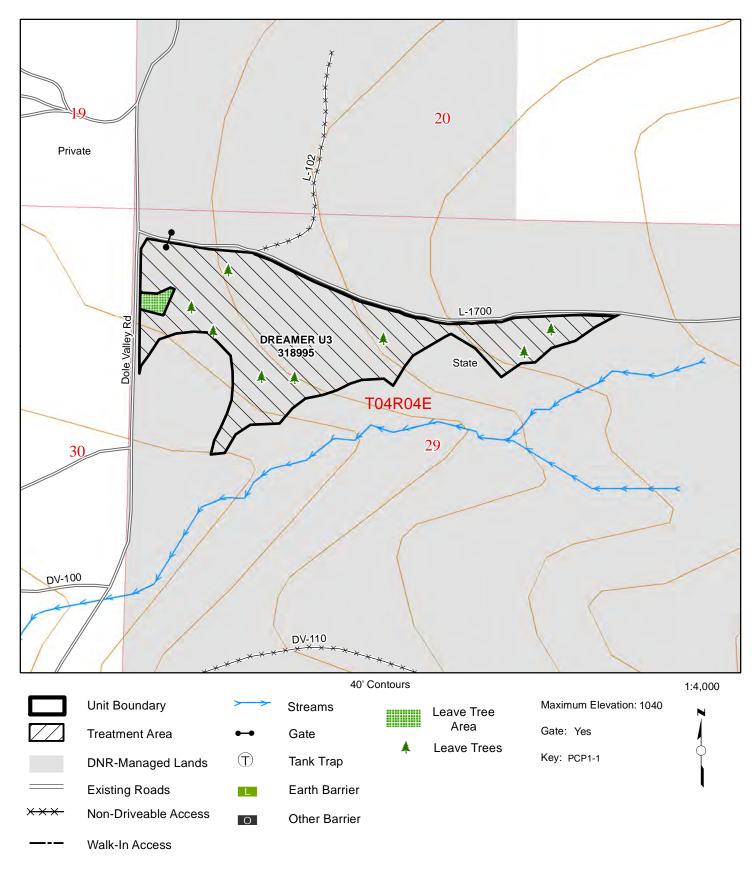
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 26 Unit No. 24



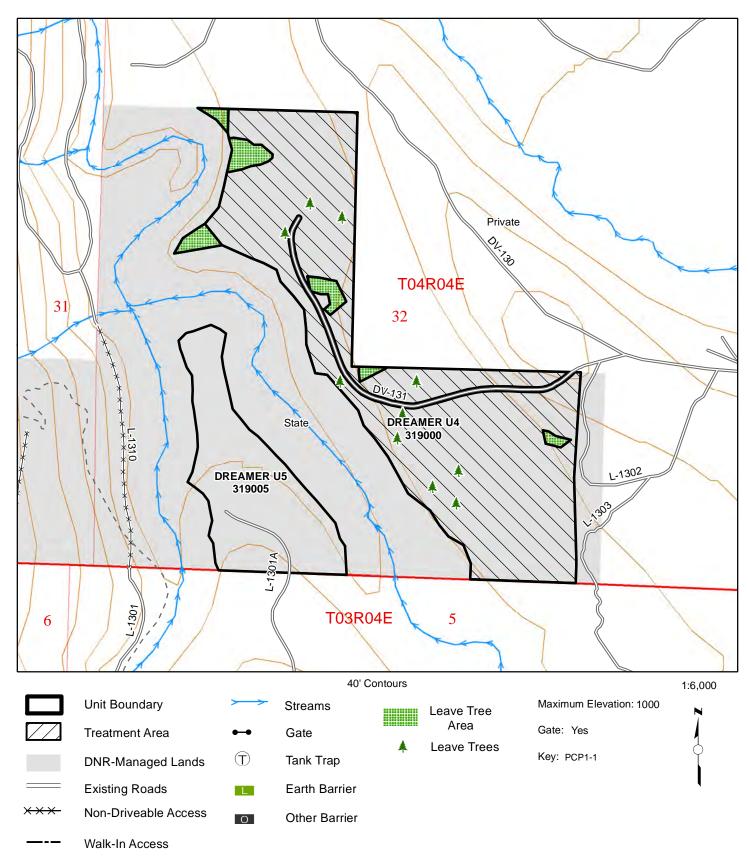
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 10 Unit No. 25



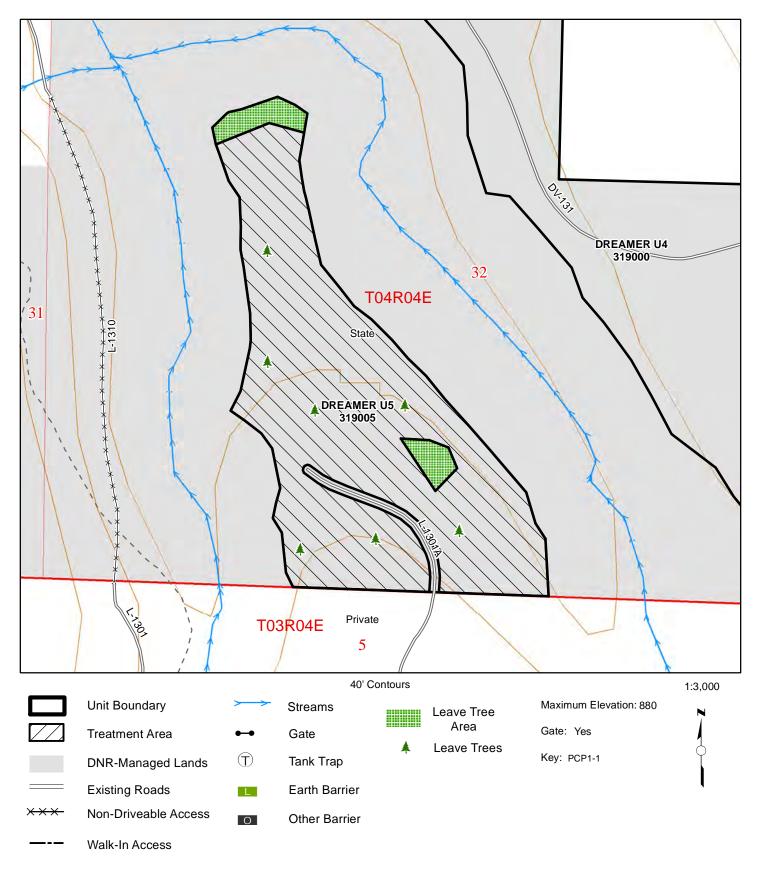
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 37 Unit No. 26



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

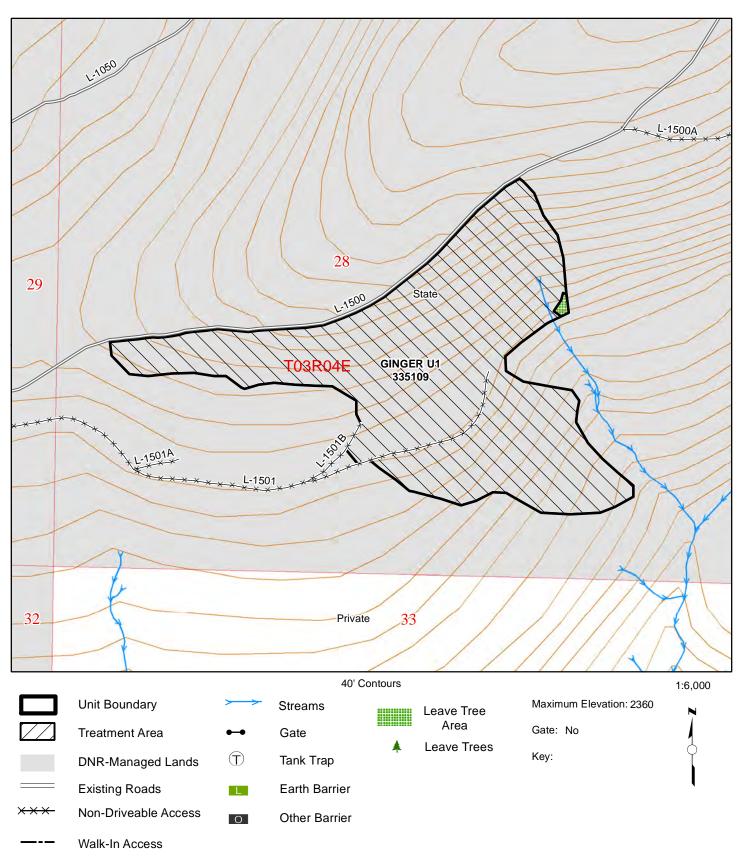
Work Unit: Yacolt Treatment Acres: 11 Unit No. 27



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 41 Unit No. 28

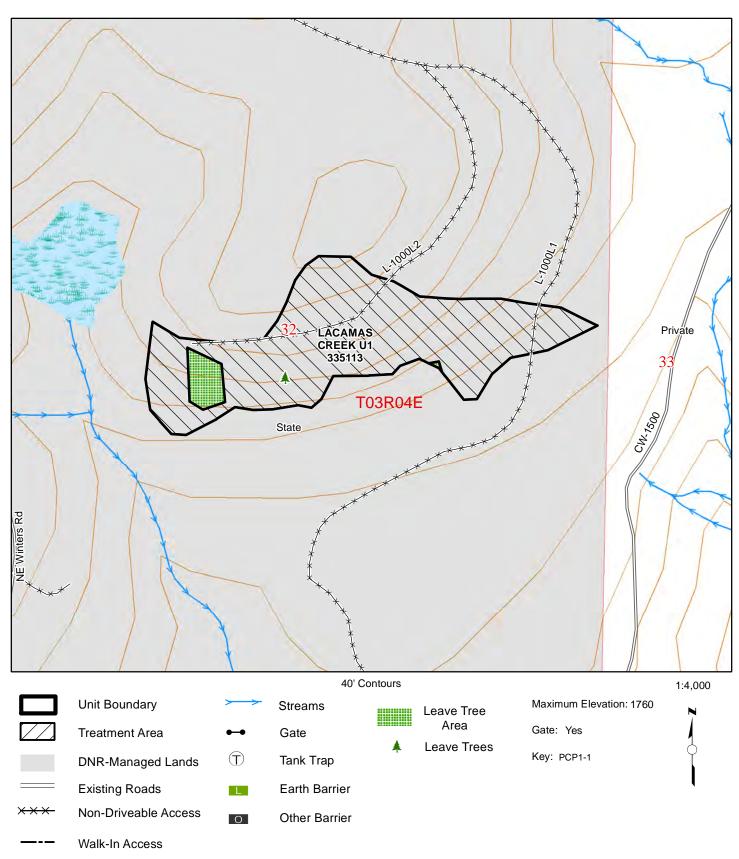
Unit Name: GINGER U1



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

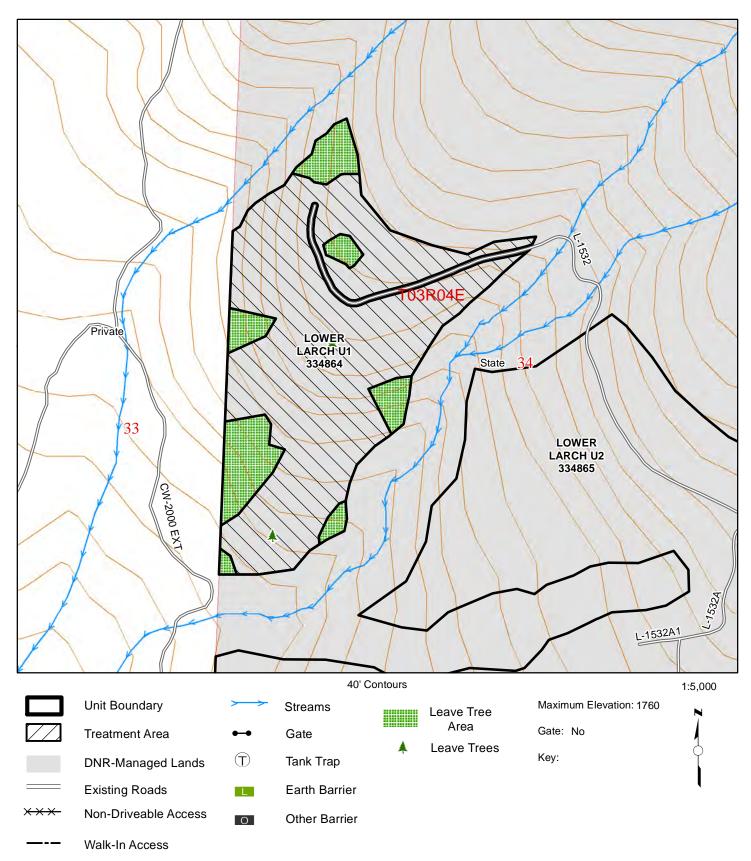
Work Unit: Yacolt Treatment Acres: 10 Unit No. 29

Unit Name: LACAMAS CREEK U1



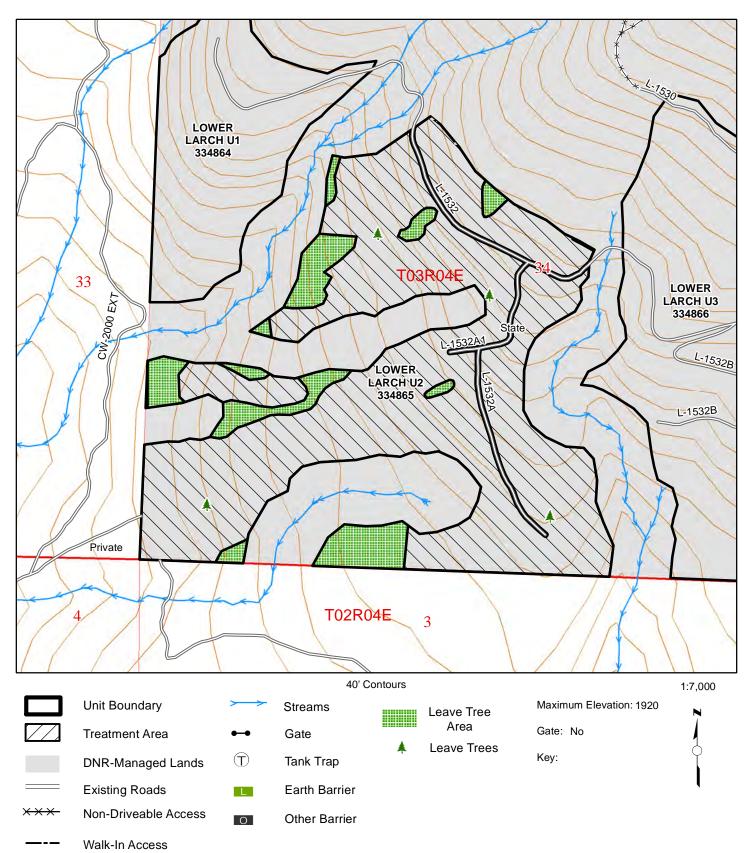
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 24 Unit No. 30



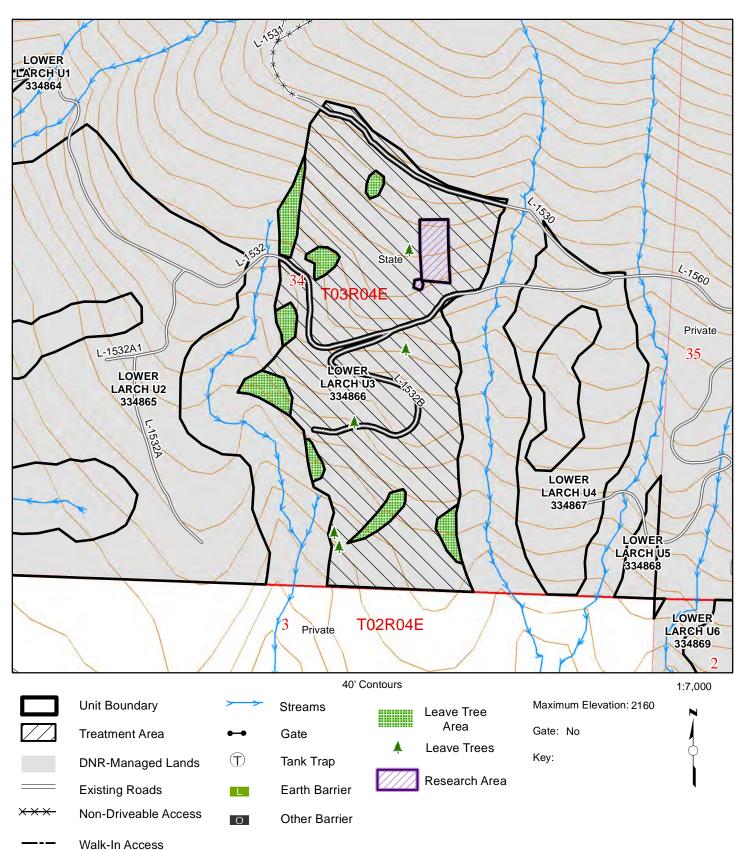
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 82 Unit No. 31



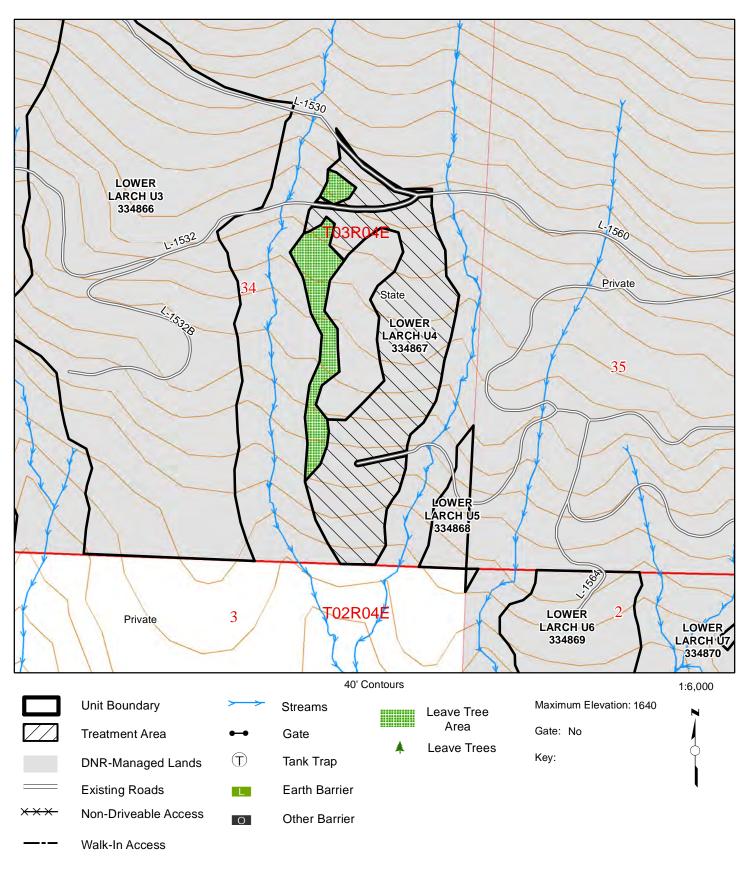
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 55 Unit No. 32



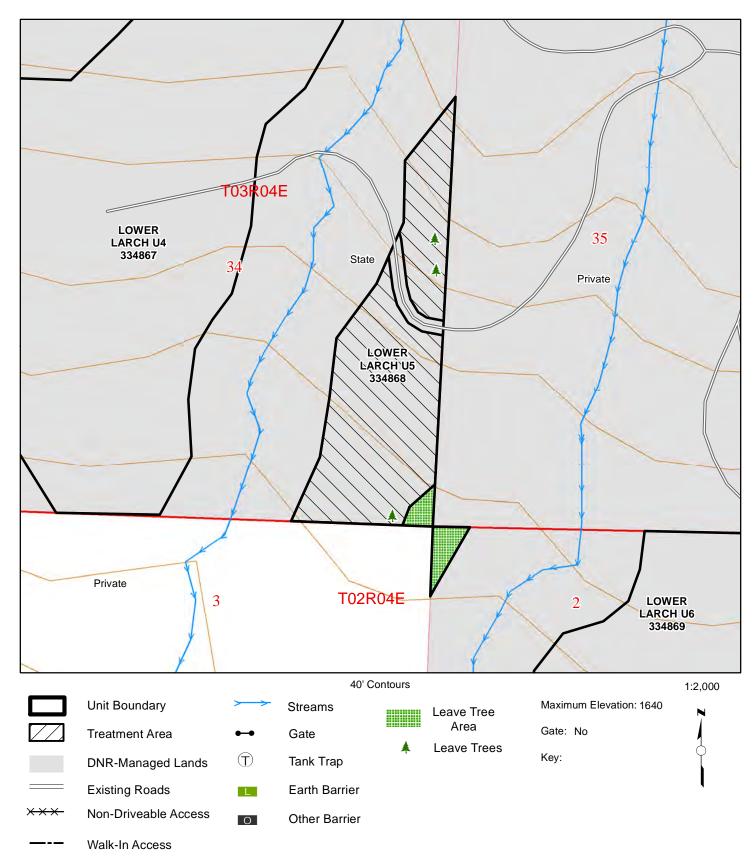
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 18 Unit No. 33



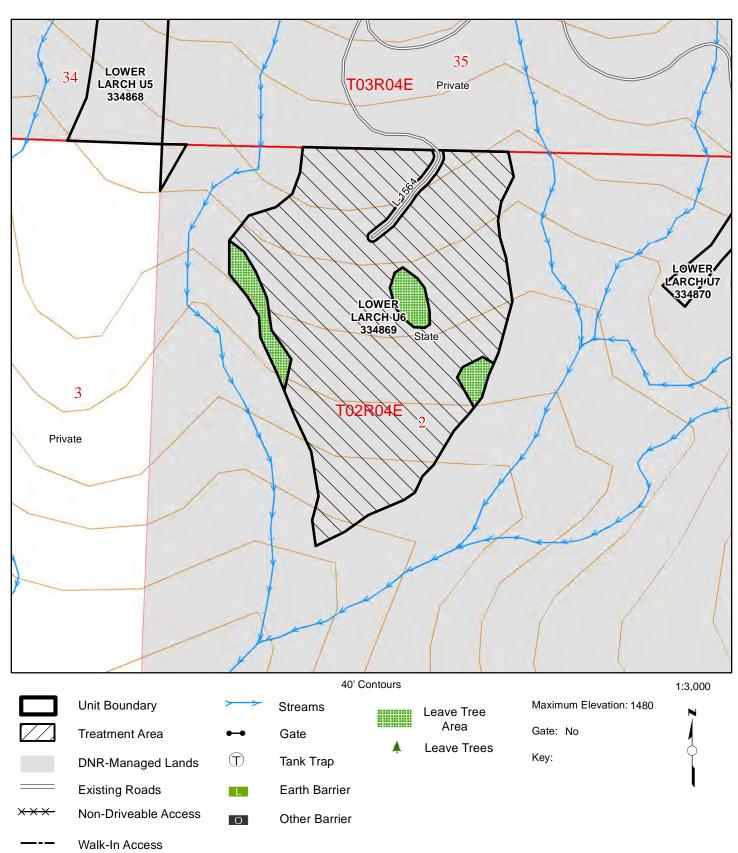
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 2 Unit No. 34



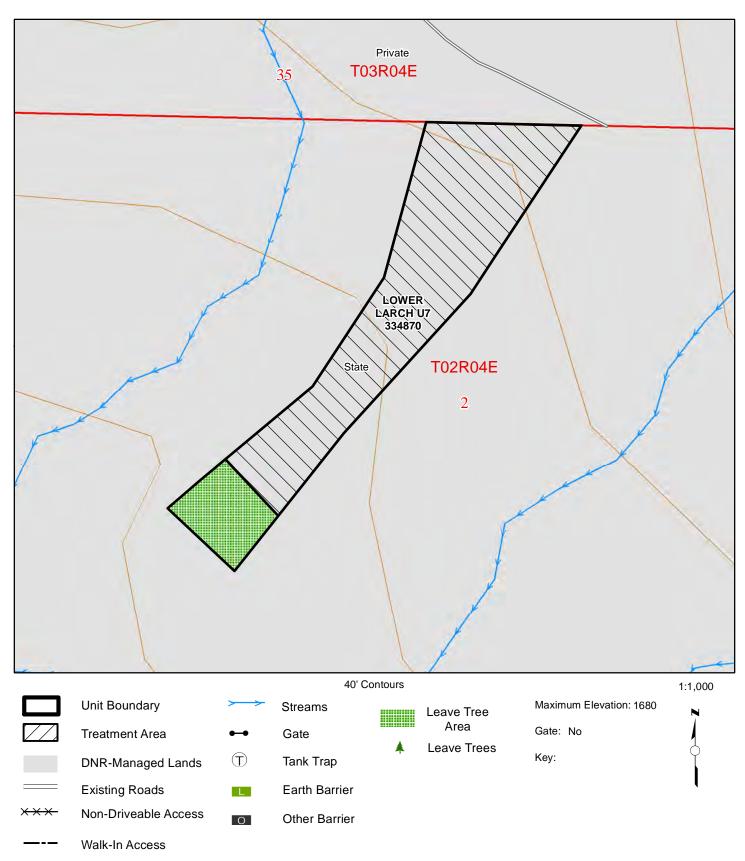
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 11 Unit No. 35



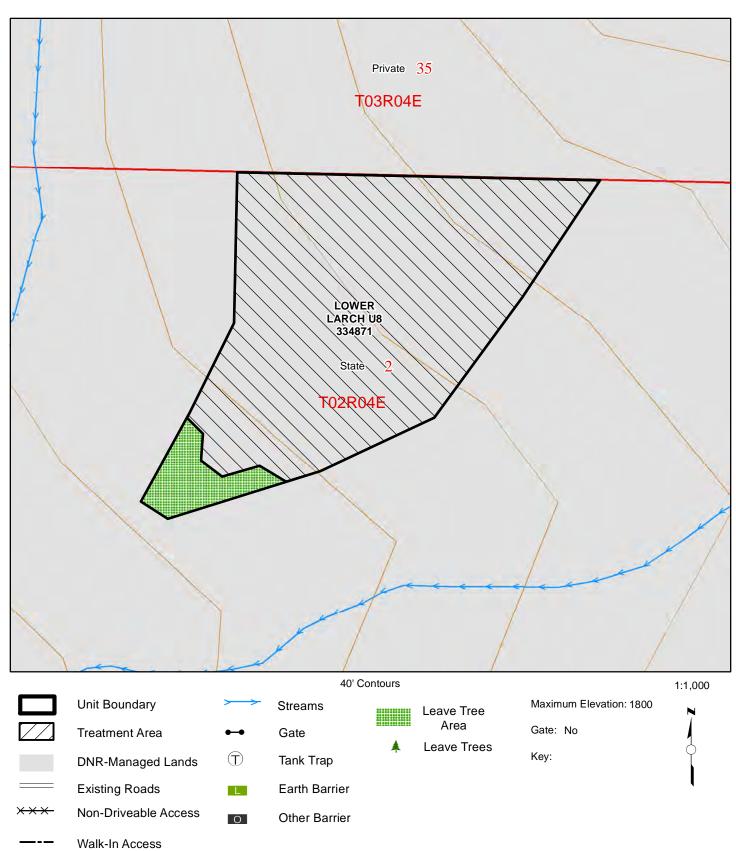
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 1 Unit No. 36



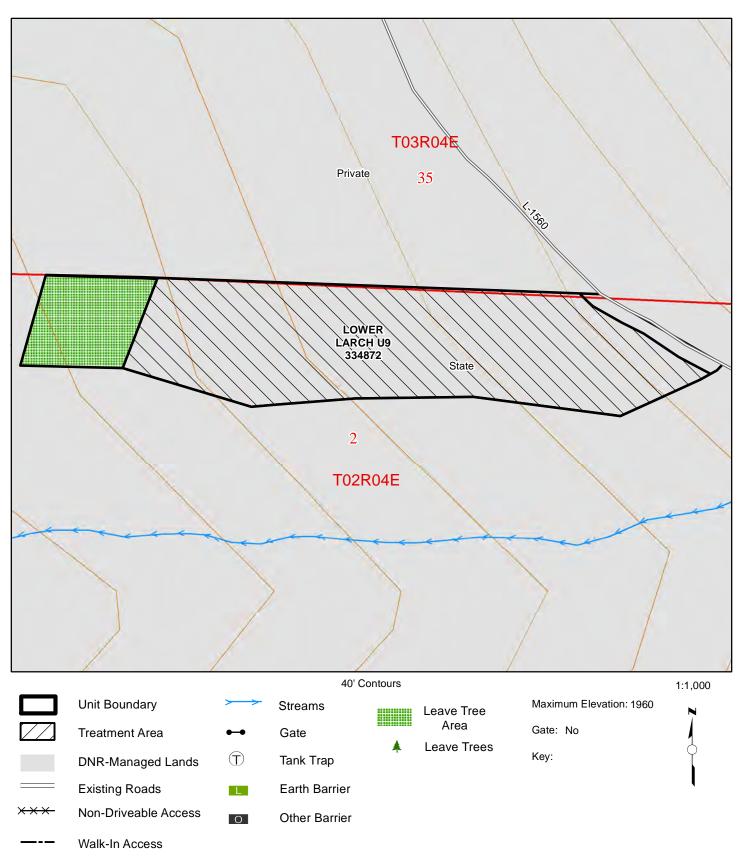
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 1 Unit No. 37



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

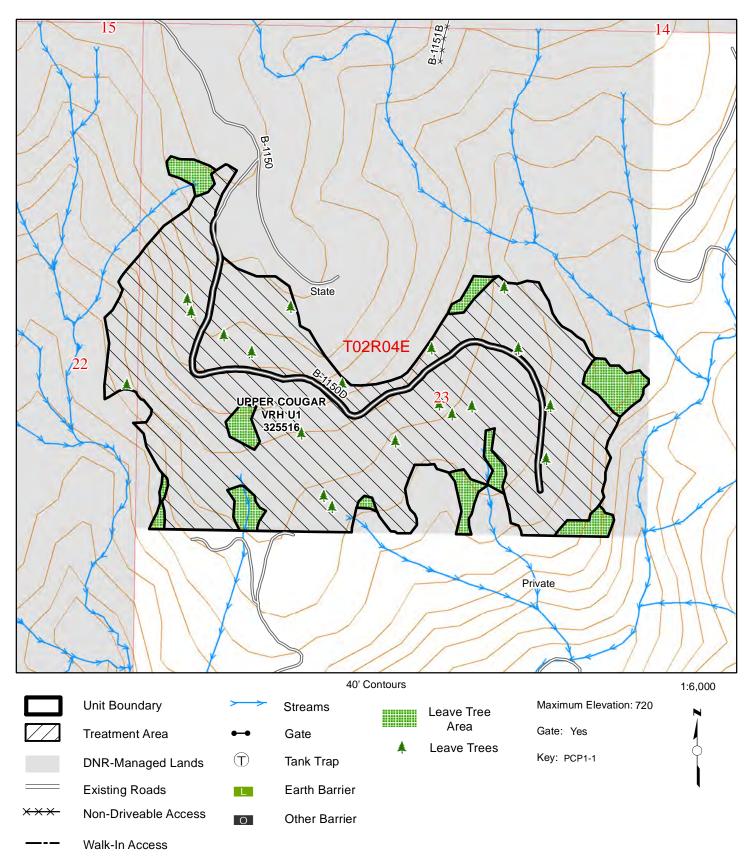
Work Unit: Yacolt Treatment Acres: 1 Unit No. 38



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 59 Unit No. 39

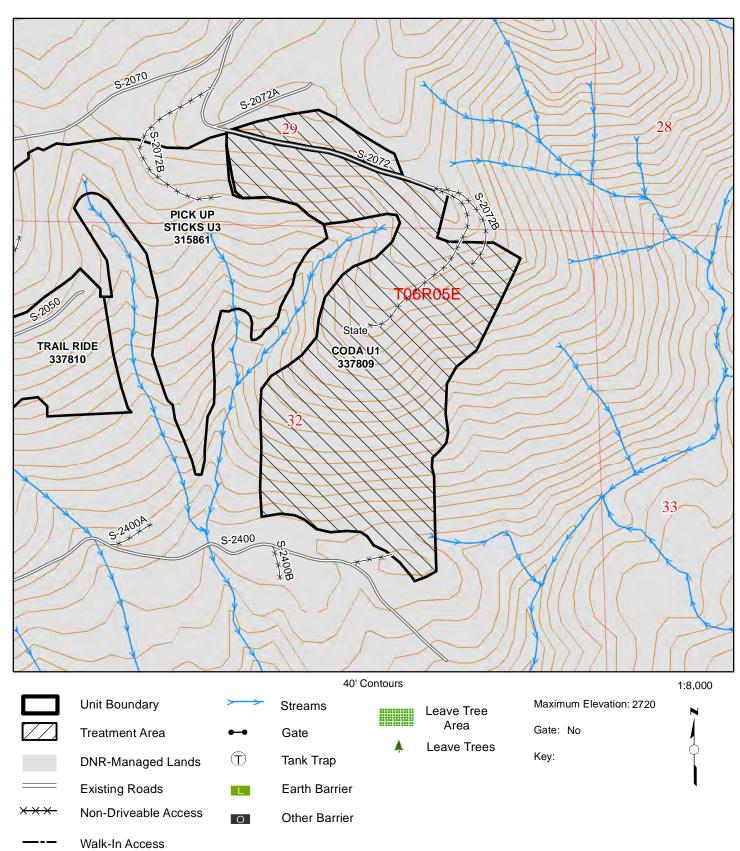
Unit Name: UPPER COUGAR VRH U1



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

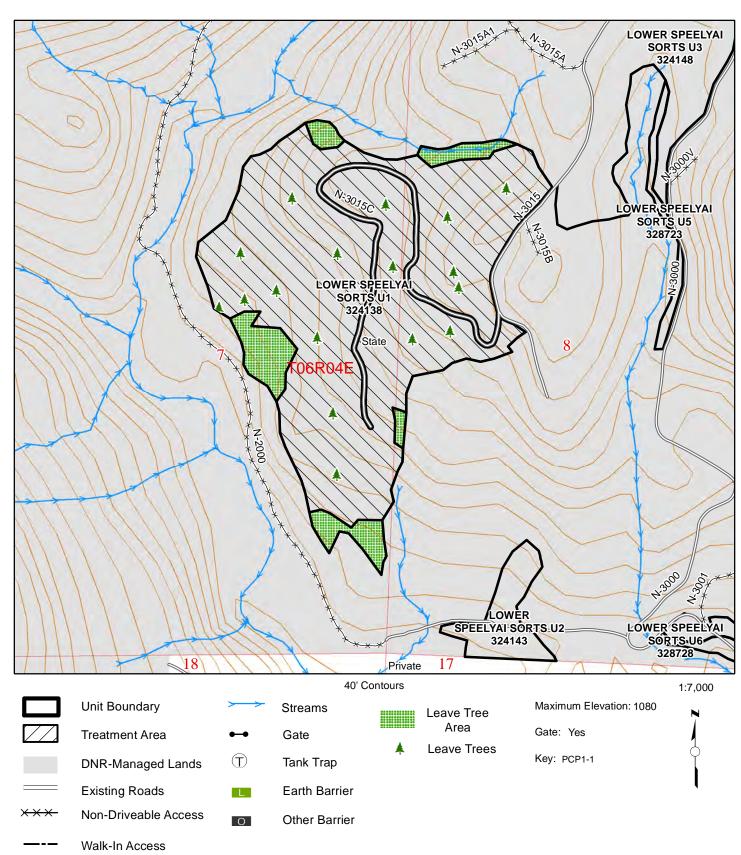
Work Unit: Yacolt Treatment Acres: 75 Unit No. 40

Unit Name: CODA U1



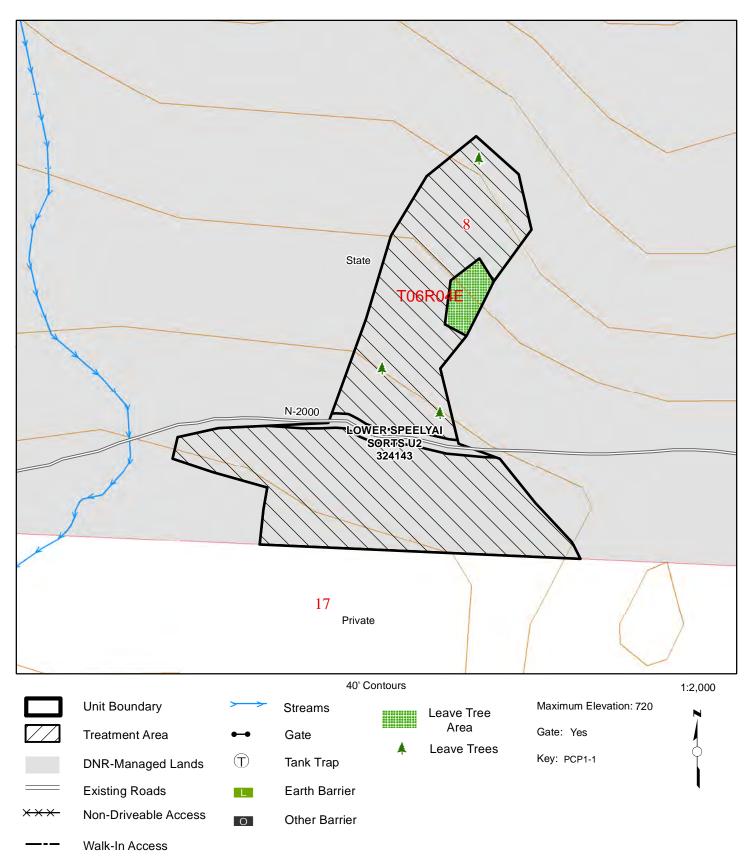
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 63 Unit No. 41



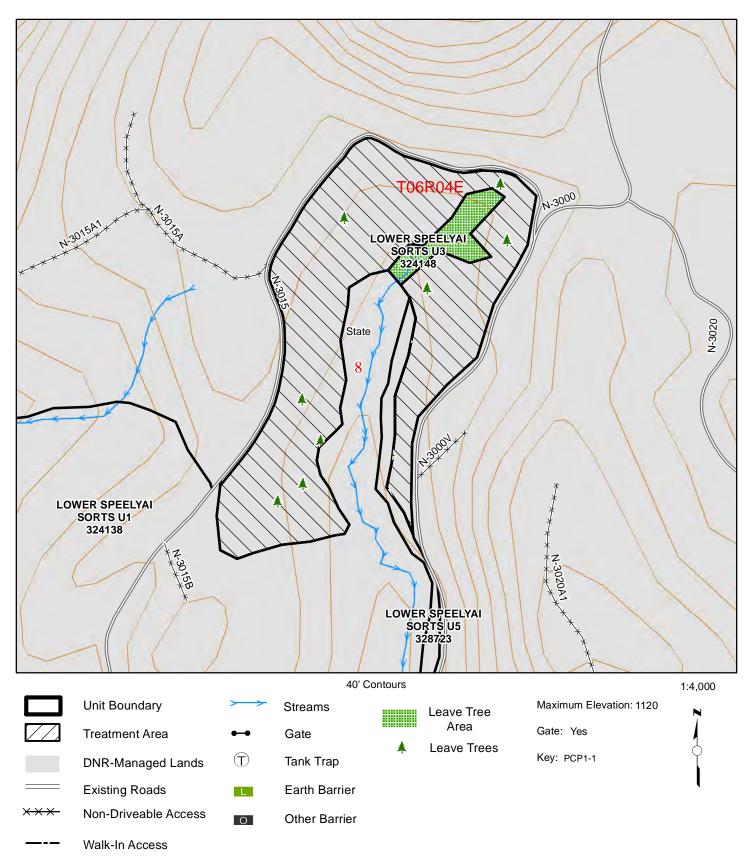
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 4 Unit No. 42



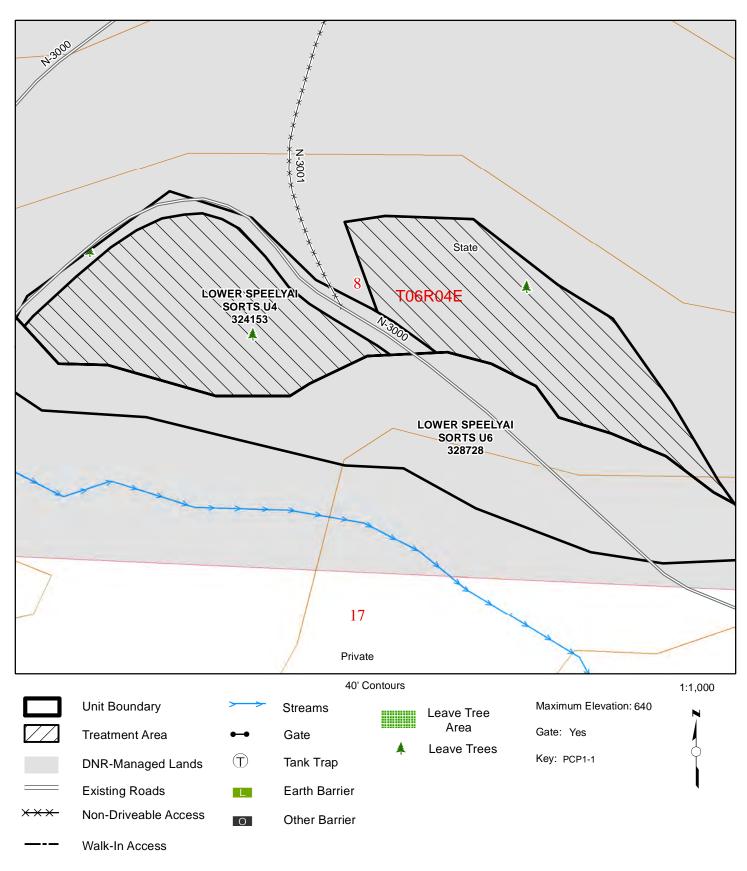
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 15 Unit No. 43



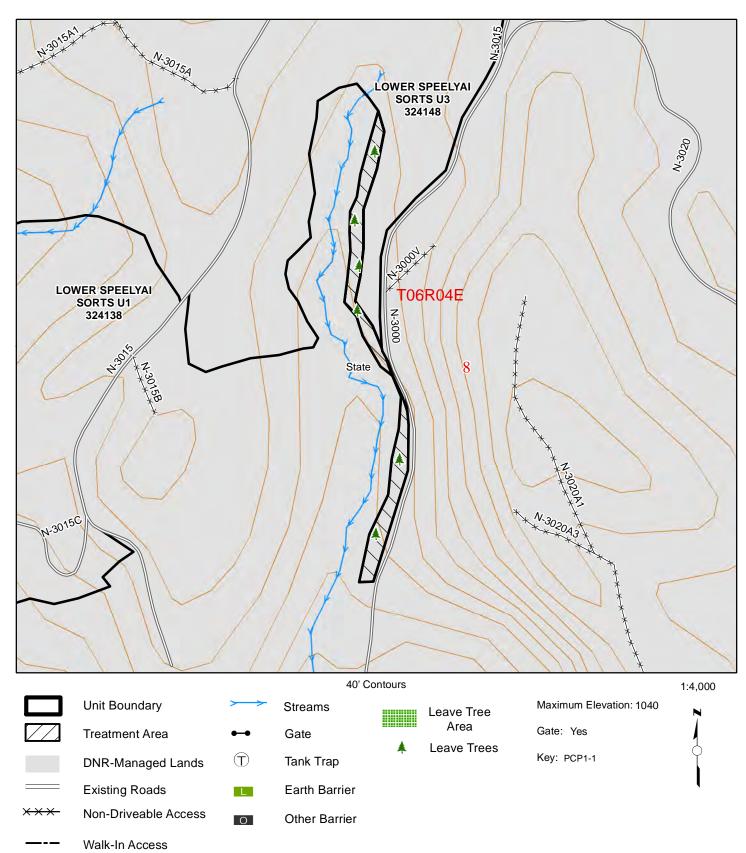
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 1 Unit No. 44



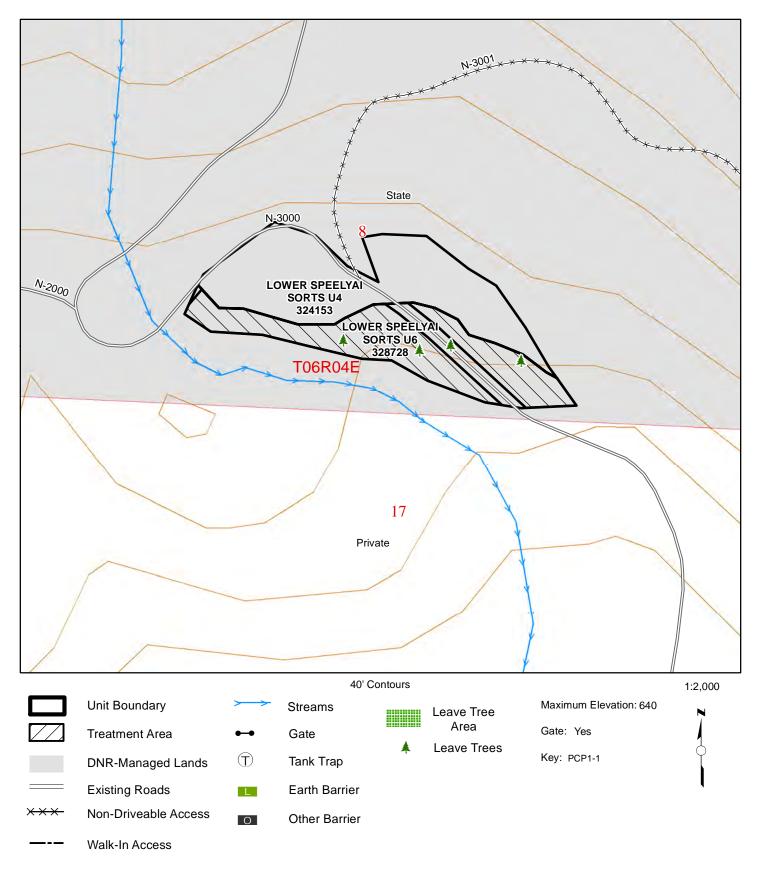
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 2 Unit No. 45



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 1 Unit No. 46

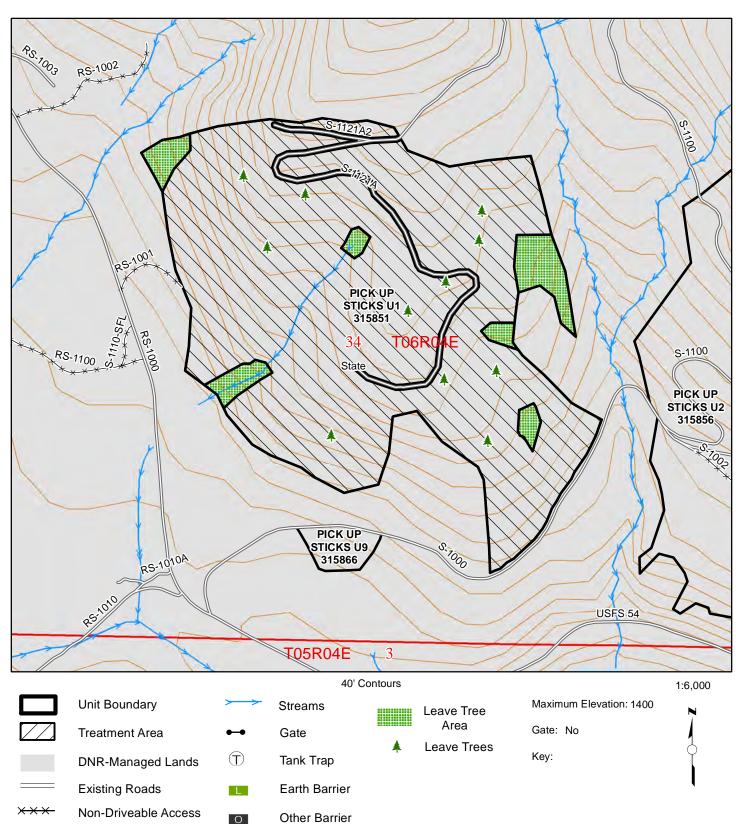


Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 70 Unit No. 47

Unit Name: PICK UP STICKS U1

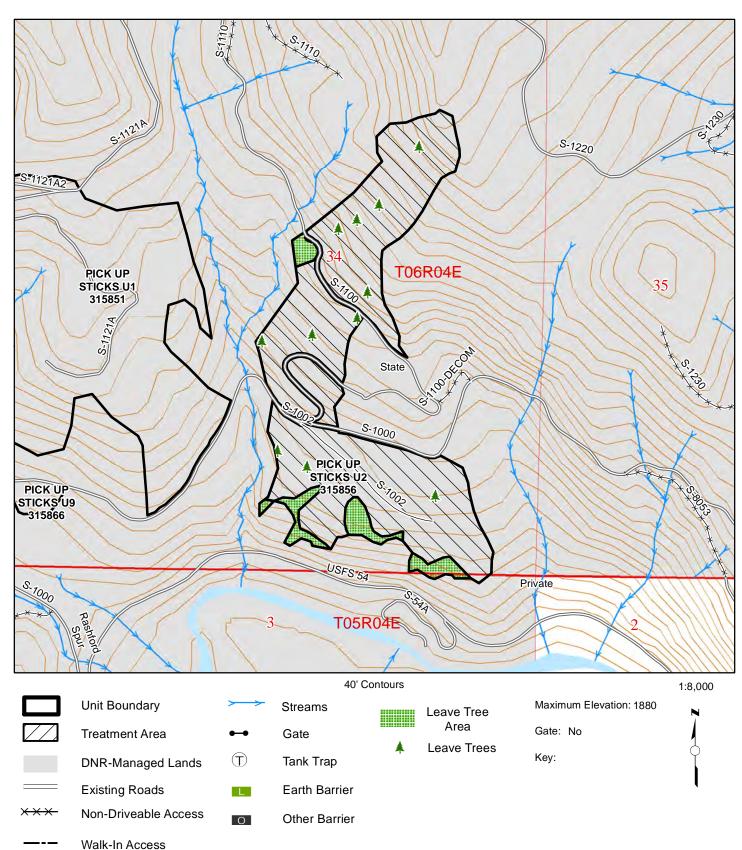
Walk-In Access



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 49 Unit No. 48

Unit Name: PICK UP STICKS U2

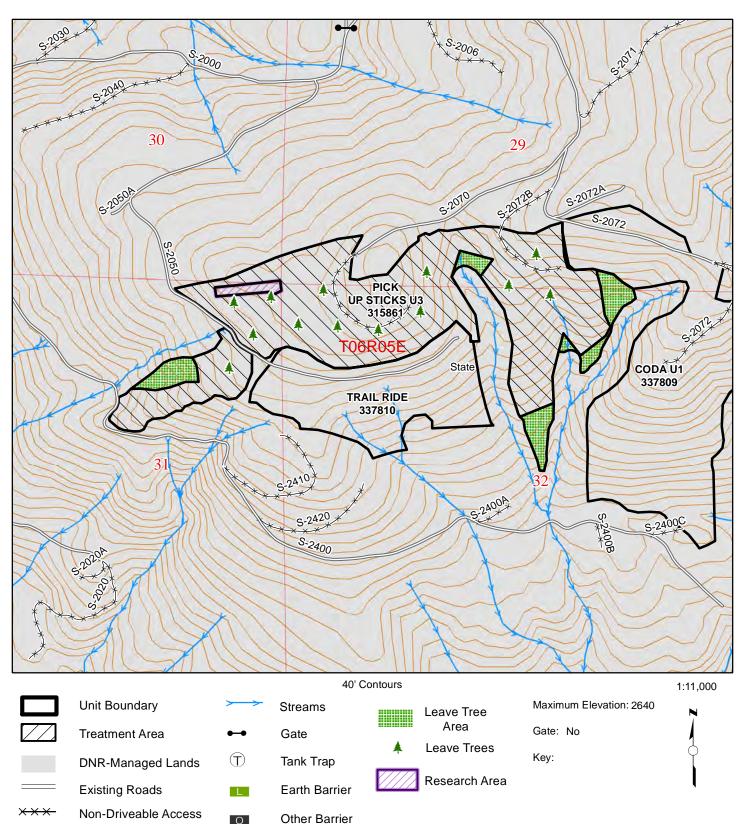


Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 92 Unit No. 49

Unit Name: PICK UP STICKS U3

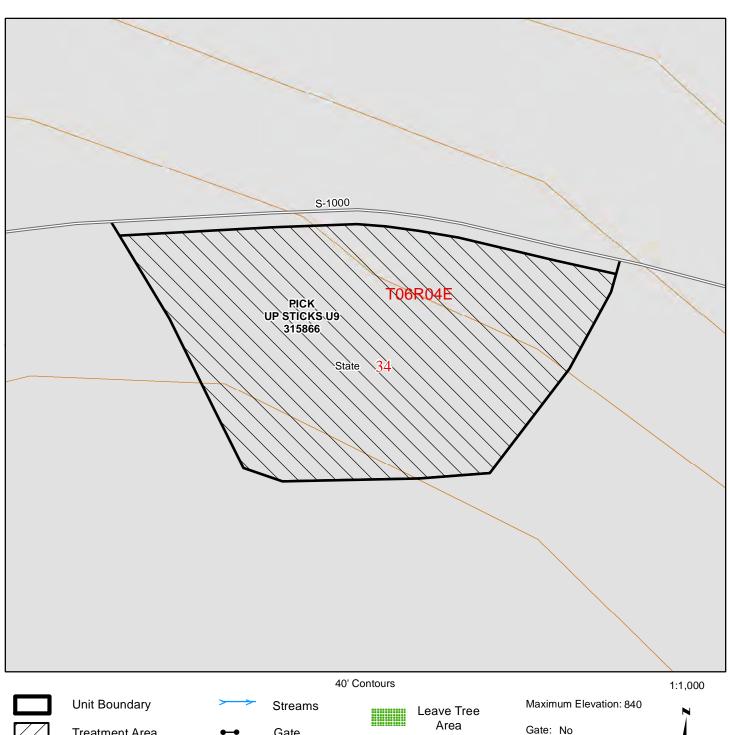
Walk-In Access



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 2 Unit No. 50

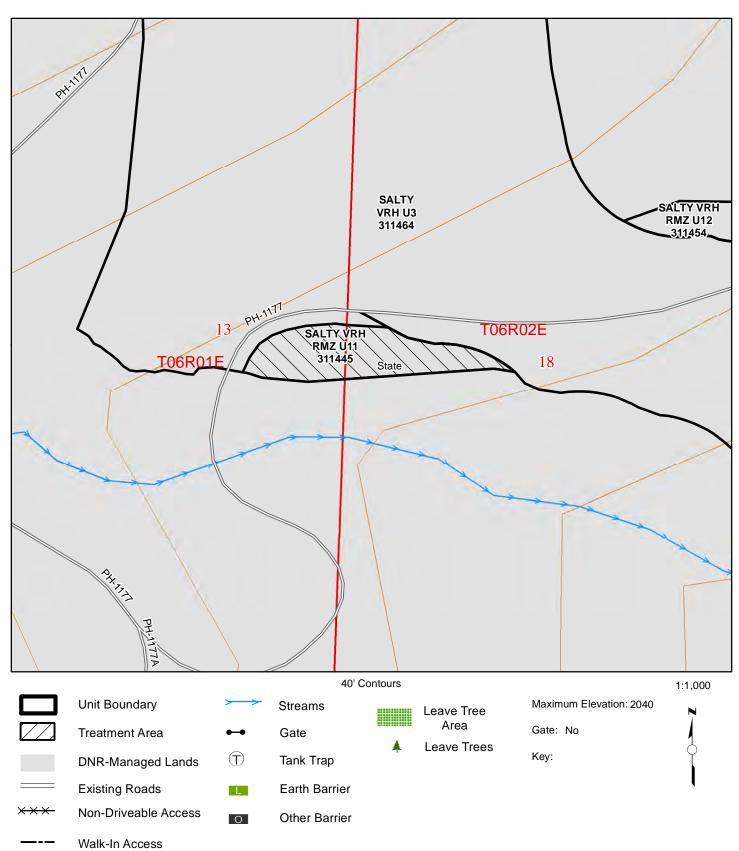
Unit Name: PICK UP STICKS U9





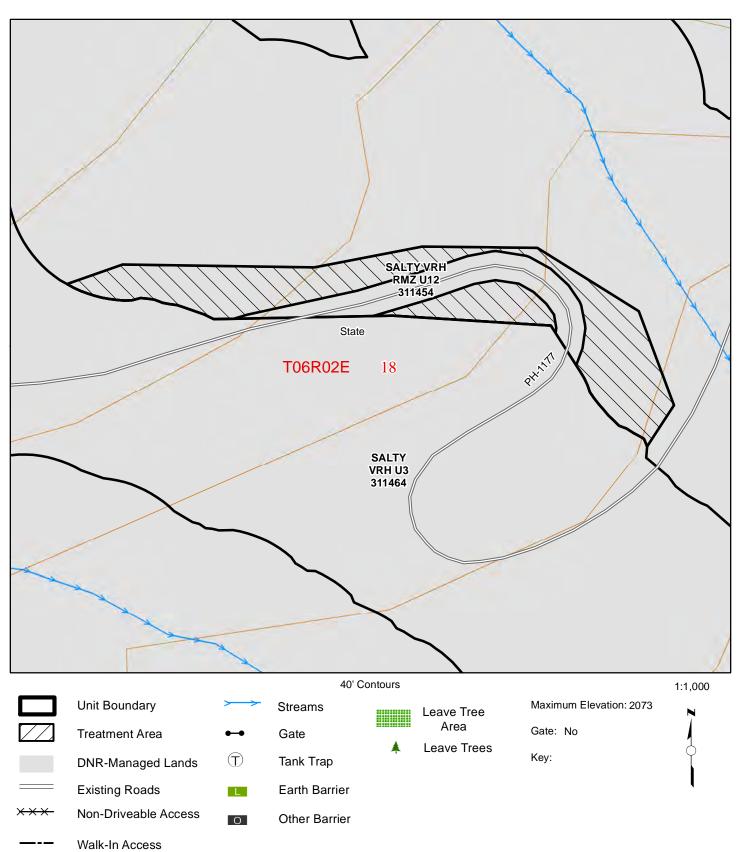
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 0 Unit No. 51



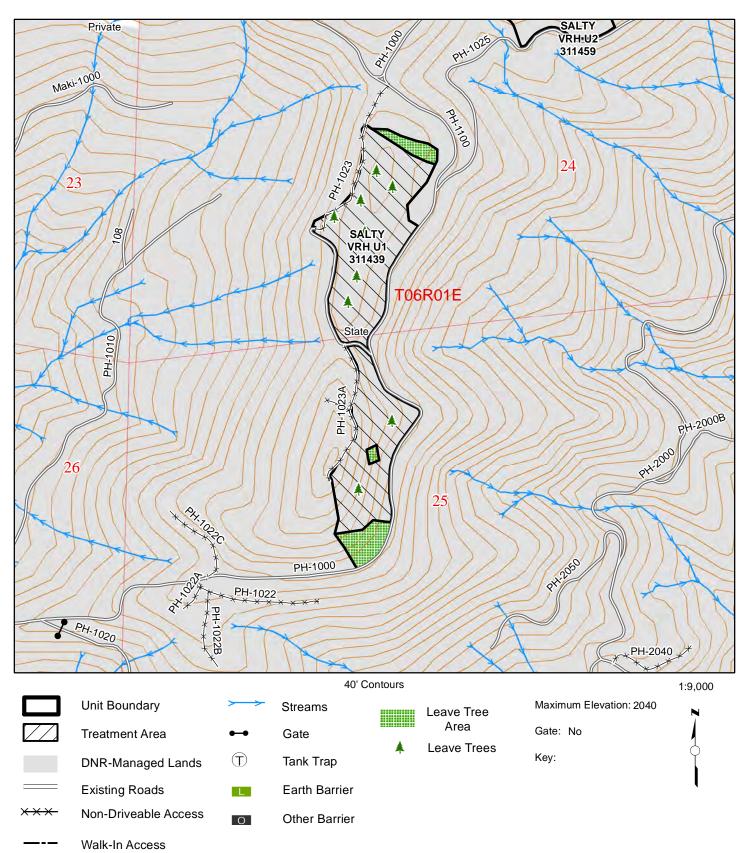
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 0 Unit No. 52



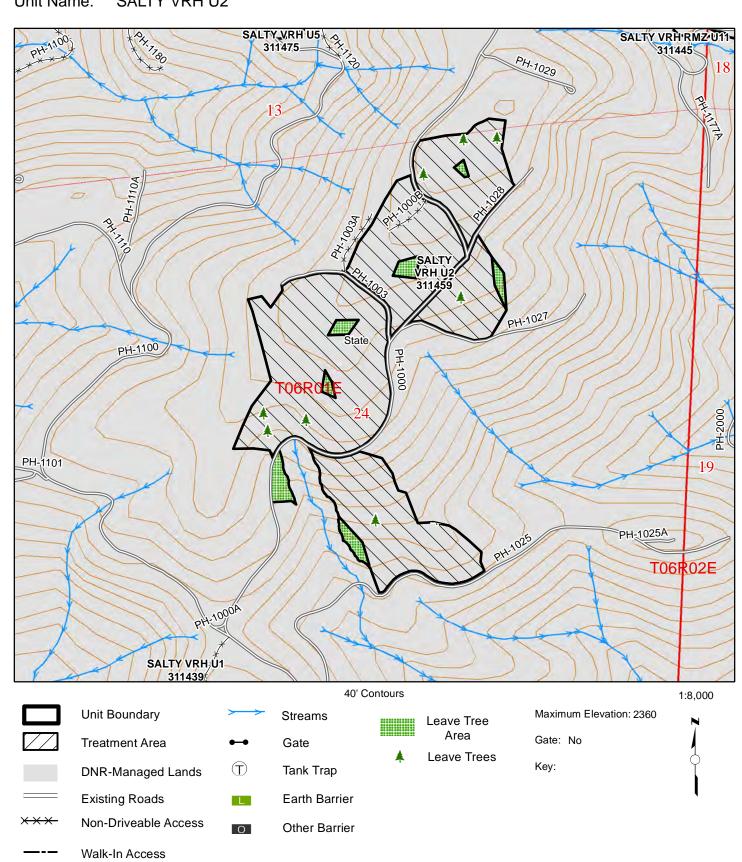
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 29 Unit No. 53



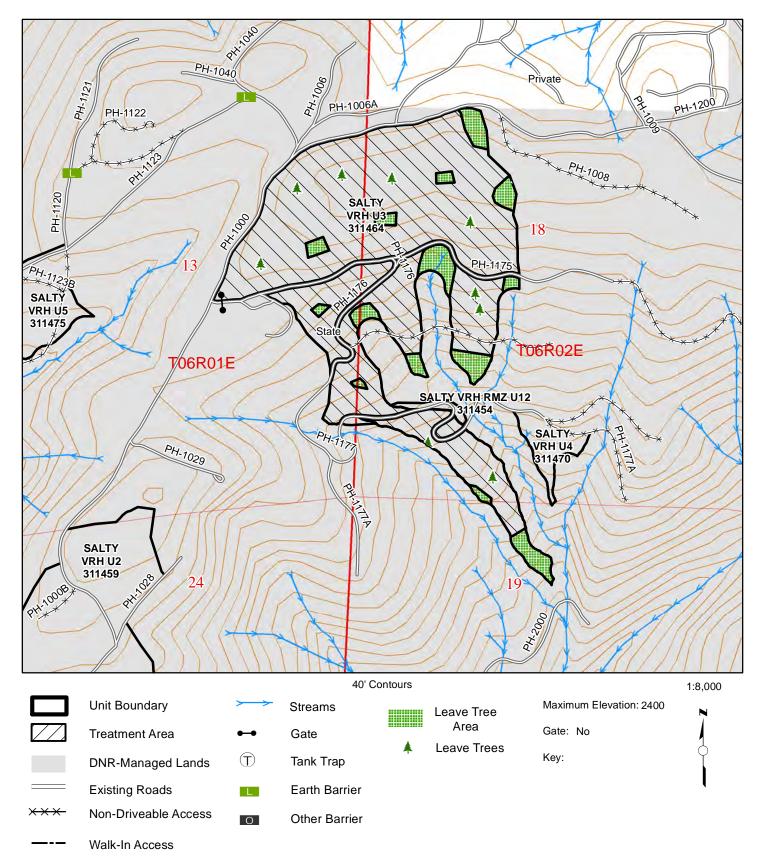
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Unit No. 54 Yacolt Treatment Acres: 59



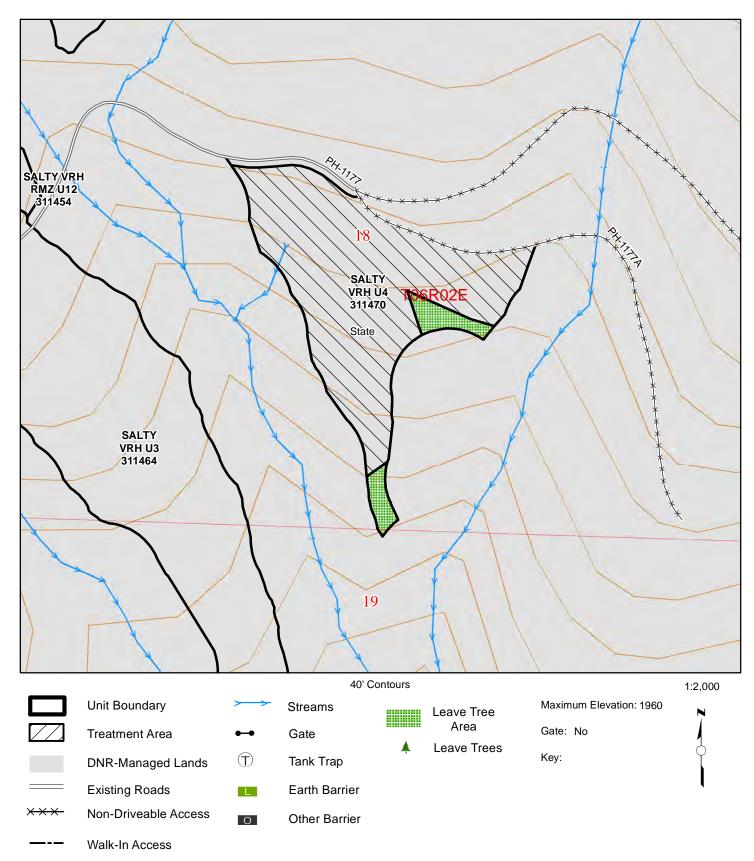
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 59 Unit No. 55



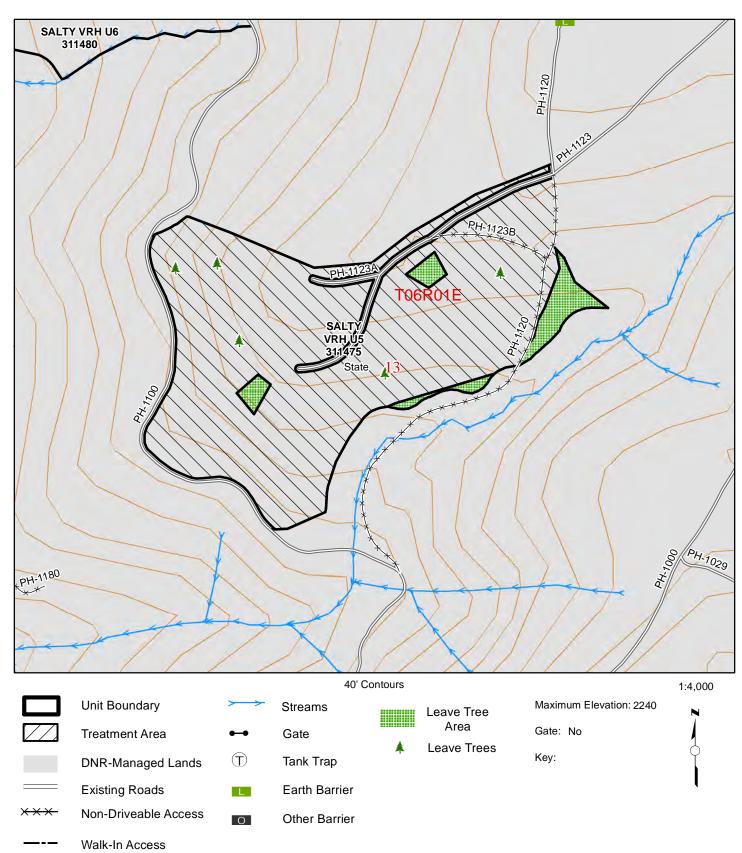
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 2 Unit No. 56



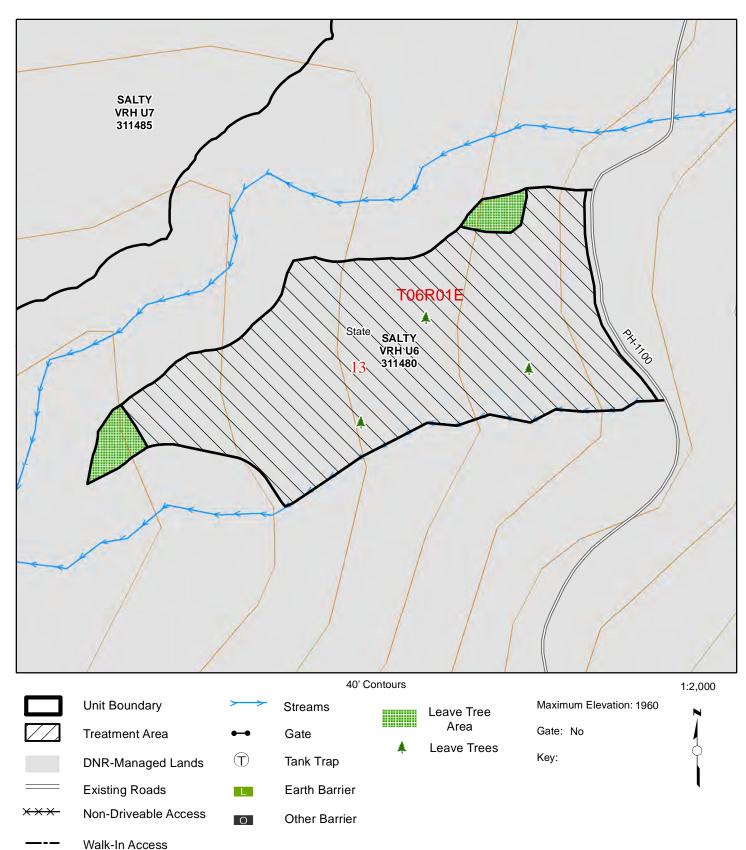
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 21 Unit No. 57



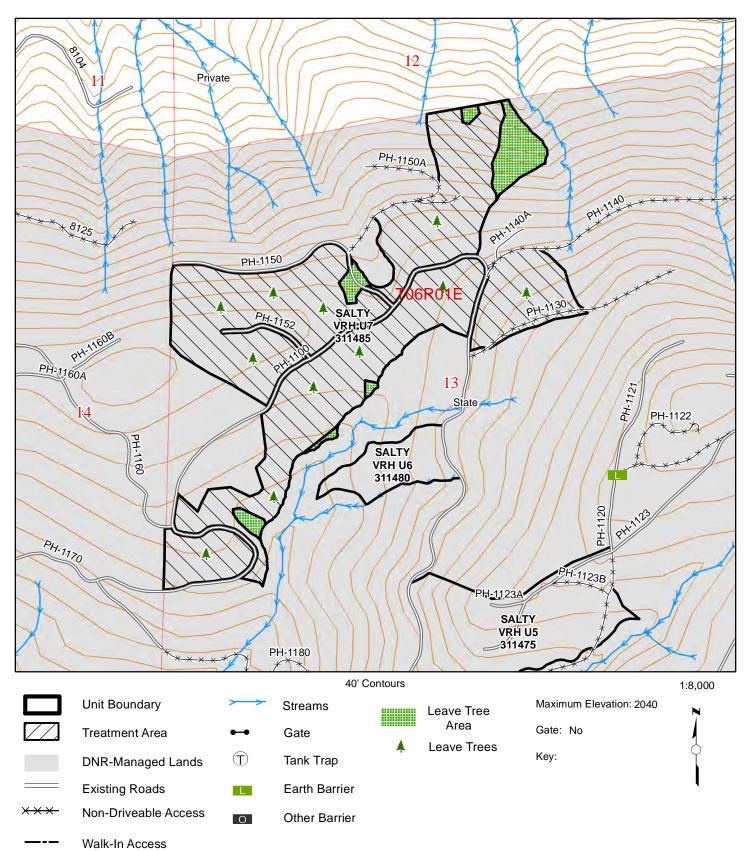
Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 6 Unit No. 58



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 69 Unit No. 59

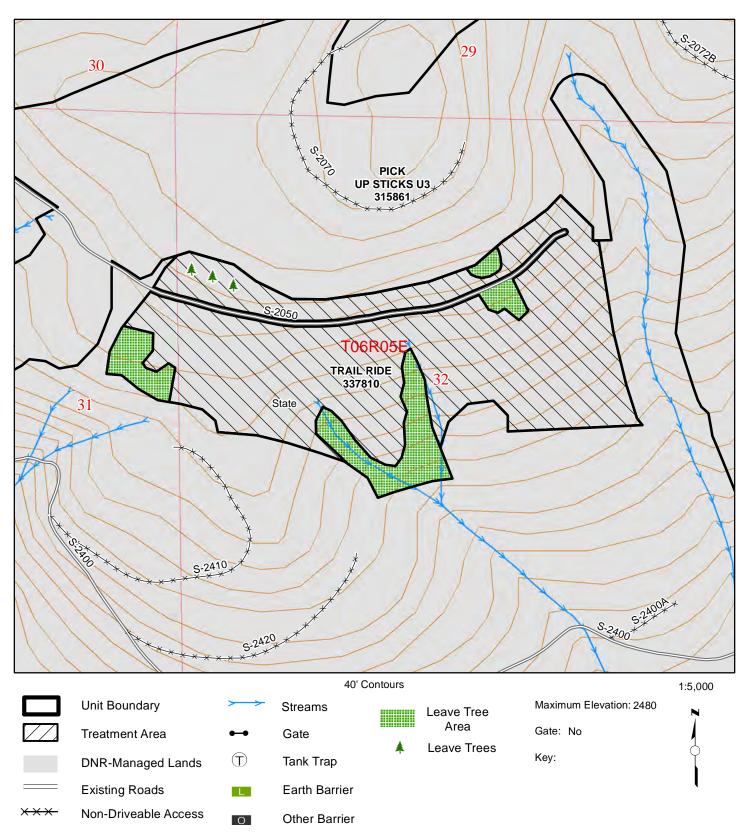


Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: Yacolt Treatment Acres: 30 Unit No. 60

Unit Name: TRAIL RIDE

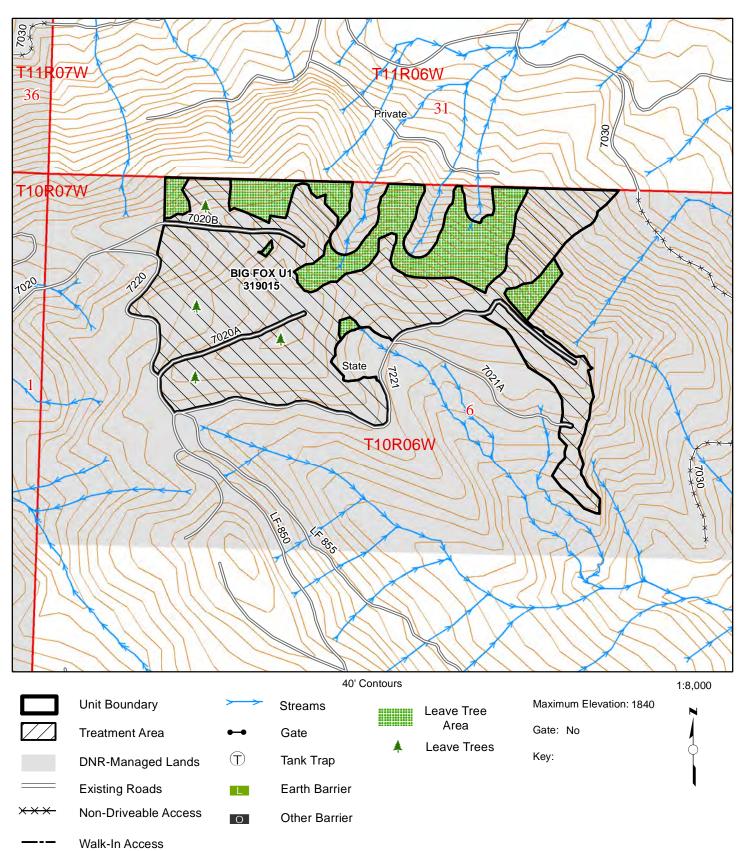
Walk-In Access



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: St Helens Treatment Acres: 63 Unit No. 61

Unit Name: BIG FOX U1

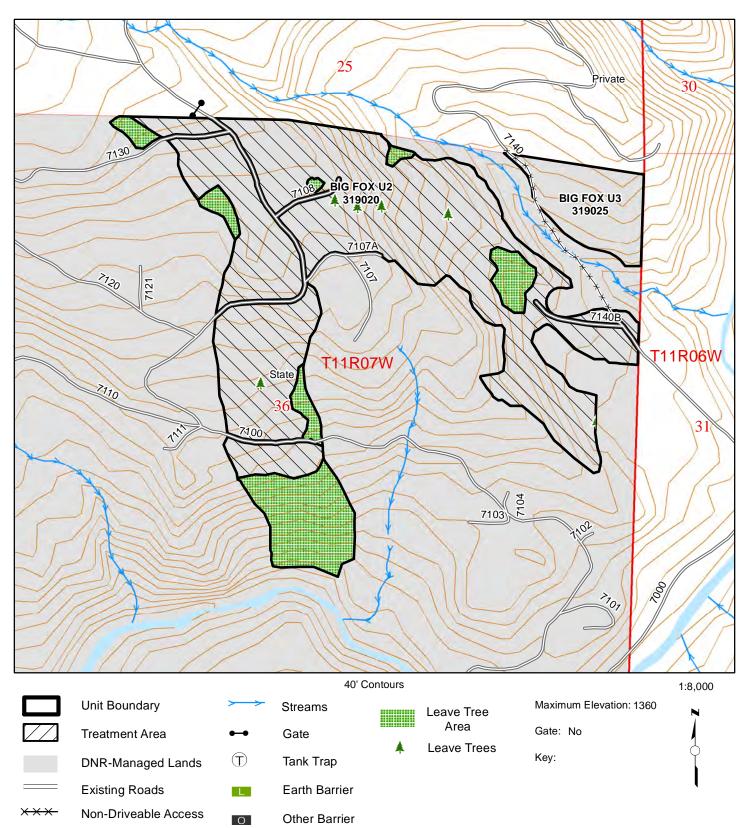


Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: St Helens Treatment Acres: 76 Unit No. 62

Unit Name: BIG FOX U2

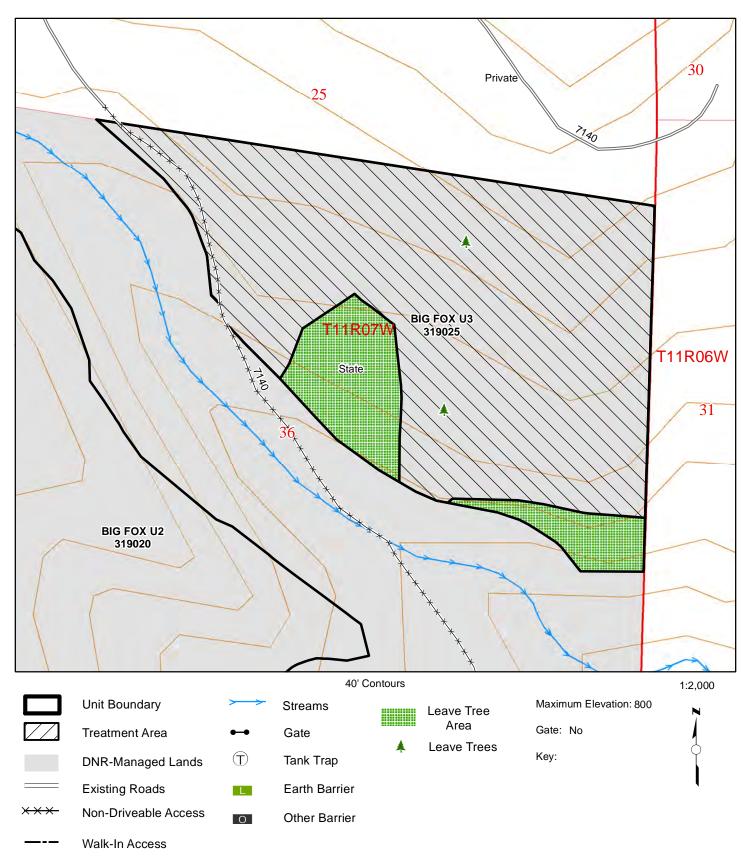
Walk-In Access



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: St Helens Treatment Acres: 8 Unit No. 63

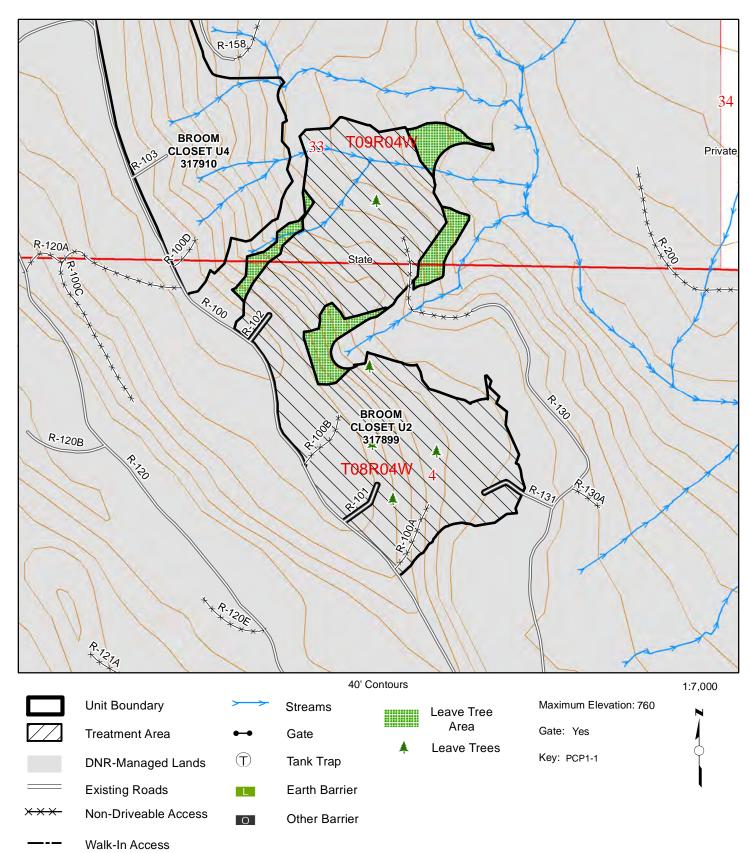
Unit Name: BIG FOX U3



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: St Helens Treatment Acres: 52 Unit No. 64

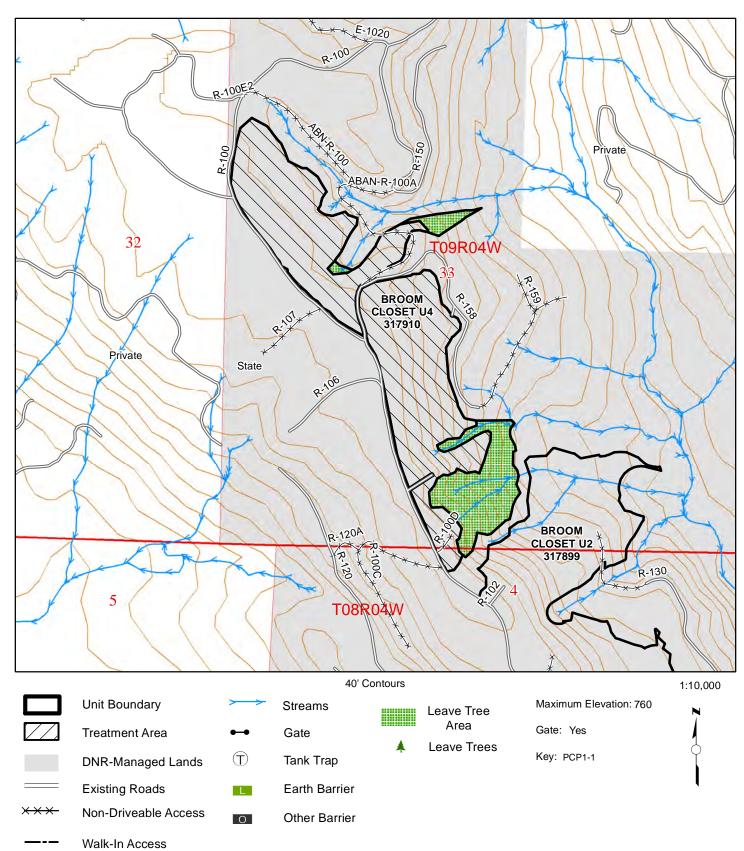
Unit Name: BROOM CLOSET U2



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: St Helens Treatment Acres: 56 Unit No. 65

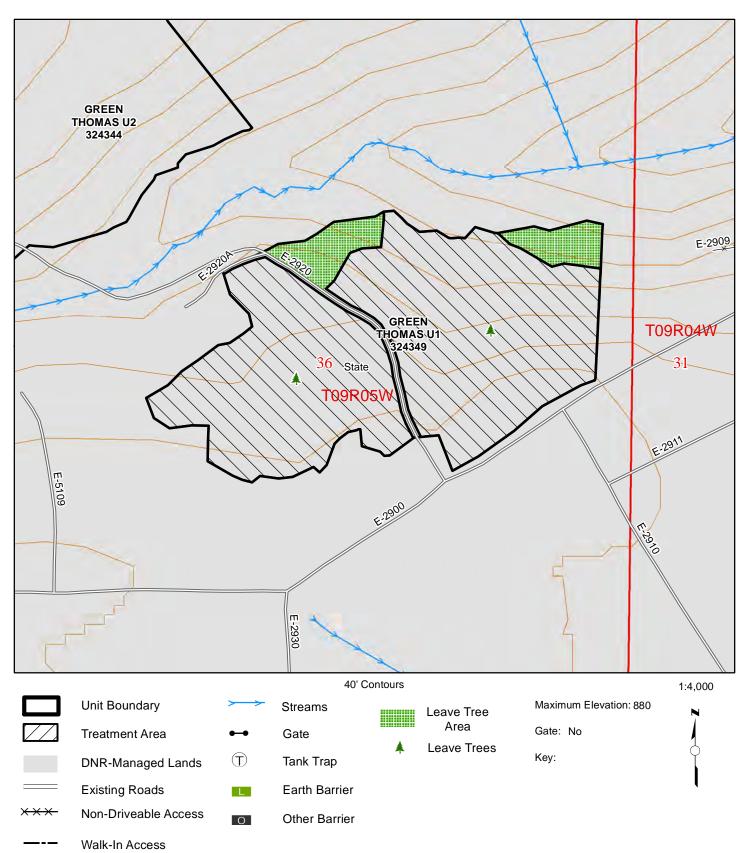
Unit Name: BROOM CLOSET U4



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: St Helens Treatment Acres: 21 Unit No. 66

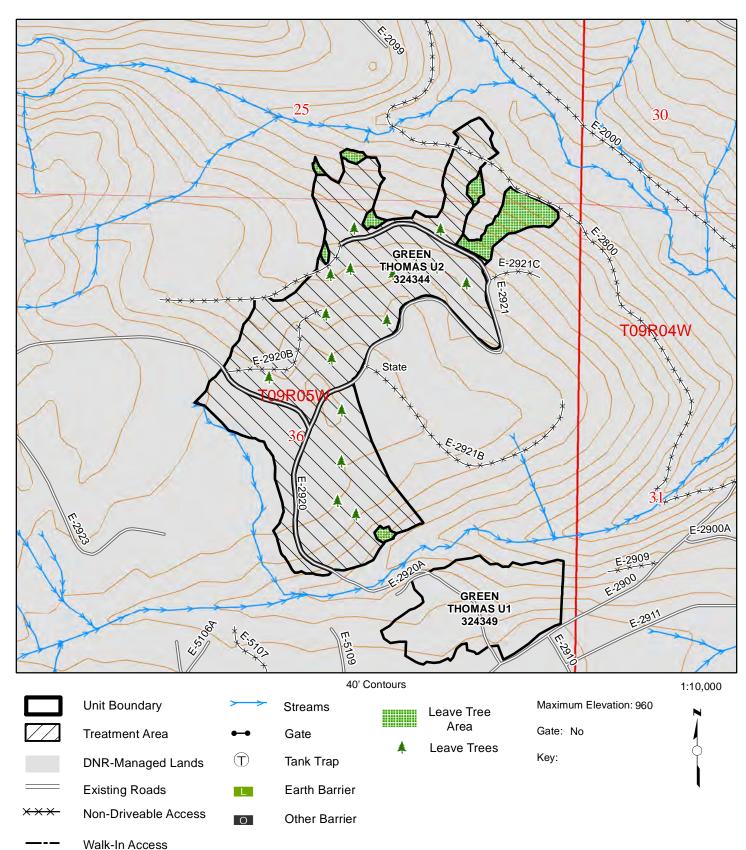
Unit Name: GREEN THOMAS U1



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: St Helens Treatment Acres: 93 Unit No. 67

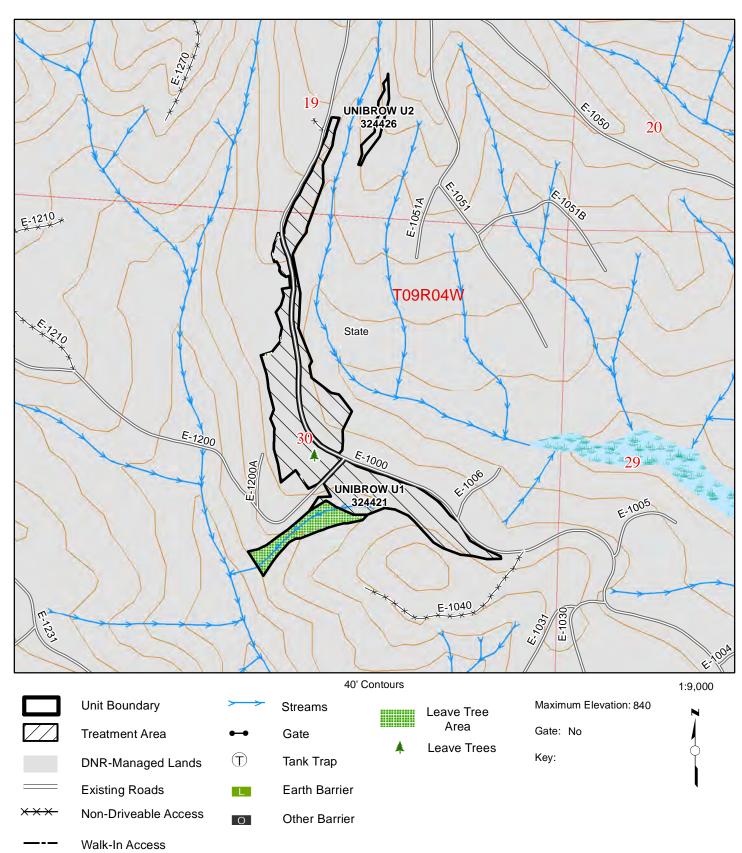
Unit Name: GREEN THOMAS U2



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: St Helens Treatment Acres: 24 Unit No. 68

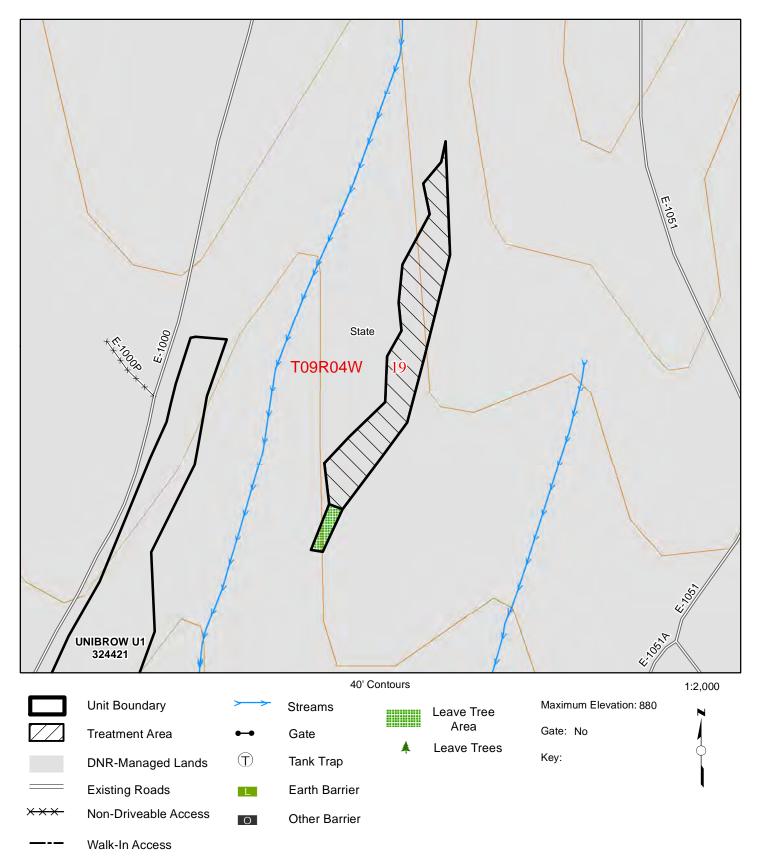
Unit Name: UNIBROW U1



Activity Type: Tree Planting Pacific Cascade Region Bid No. 3153

Work Unit: St Helens Treatment Acres: 1 Unit No. 69

Unit Name: UNIBROW U2



#### CASTLE ROCK HEADQUARTERS & ANNEX

601 Bond Road – Castle Rock Phone Number: (360) 577-2025

#### FROM THE NORTH: (ON I-5)

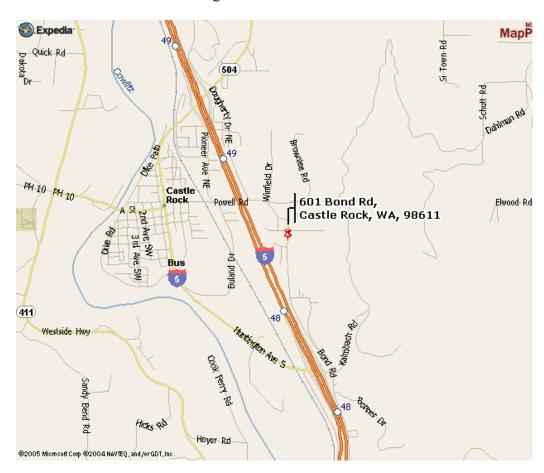
**Turn at Exit 49 (Castle Rock) off ramp.** Turn left at the stop light. (overpass I-5). Turn right at the 2<sup>nd</sup> stop light onto Dougherty Road. (*Shell Service Station on the corner*). Proceed until the end of Dougherty Road. Take a left at the stop sign. You will turn on to Powell, go approximately 100 yards and turn right onto Bond Road. Proceed up the hill. Continue around a couple turns. You will see a DNR sign on the right. This is the entrance.

#### OR

**Take Exit 48** – at the end of the off ramp turn left – go under the freeway and turn at the first road to the left onto Bond Road. Follow this road until you come to a DNR sign on your left. Take this entrance.

#### FROM THE SOUTH:

**Turn off at Exit 48 (Castle Rock Business Loop).** At the stop sign turn right. Go about 40 yards or so and turn left onto Bond Road. Go up the hill on Bond Road about a mile or so. Turn Left at the DNR sign. This is the entrance.



#### **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		
Nome		Scott Sargent			
Name		Name  Region Menager			
Title		Region Manager Title			
		P.O. Box 280, Castl	e Rock, WA 98611		
Address		Address			
		360.577.2025			
Telephone		Telephone	Telephone		