



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

**GOOD NEIGHBOR AUTHORITY, FEDERAL LANDS SECTION**

**INVITATION FOR BID (IFB) #7010**

**Hazardous Fuels Reduction Contract**

**Okanogan Wenatchee National Forest**

**TREATMENT ACRES: 505**

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 **11:59PM (PST), on Tuesday, September 12, 2023**

**BID COORDINATOR:**

Adam Riffle, Okanogan-Wenatchee National Forest  
(360)-529-7345  
Adam.riffle@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

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

Contract Term: Date of execution through Wednesday, April 30, 2025.

Timing restrictions: No operations will be permitted from May 1<sup>st</sup> to July 31<sup>st</sup> unless written approval is granted by the Contract Manager.

Logistical details:

- From Cle Elum: Navigate to Westside Rd and continue south for approx. 2 mi. Turn left onto FS-3350 and continue for 6.5 mi. to reach first set of units.
- From Ellensburg: Take I-90 to exit 101. Take Thorp Highway S to turn right onto Thorp Cemetery Rd and continue 4.8 mi. Continue straight onto W Taneum Rd/FS-3300000 for 9 mi to first set of units. See driving map and vicinity map.

HOSPITAL NAME	ADDRESS	CITY	ZIP	PHONE	LATI TUDE	LONG ITUDE
MultiCare Yakima Memorial Hospital	2811 Tieton Dr.	Yakima	98902	509-575- 8026	46.593	-120.547

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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 Federal managed lands. 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: Kittitas

### 1.2 SCOPE

The scope of this project includes Hazardous Fuels Reduction work within the Okanogan Wenatchee National Forest.

### 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 [Department of Licensing](#).
  - Out-of-state vendors should seek guidance from the Washington [Department of Licensing](#) 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 Wednesday, April 30, 2025, as defined in Exhibit B (Draft Contract), Section I-A, General Provision A-33. 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:

<b>BID COORDINATOR</b>	
NAME:	Adam Riffle
E-MAIL ADDRESS:	Adam.riffle@dnr.wa.gov
PHONE NUMBER:	(360)-529-7345

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

<b>SCHEDULE OF PROCUREMENT ACTIVITIES</b>	
ISSUE SOLICITATION DATE SOLICITATION IS POSTED IN WEBS	August 21, 2023
PRE-PROPOSAL CONFERENCE DATE SCHEDULED FOR PRE-PROPOSAL CONFERENCE IF APPLICABLE	Not Required
COMPLAINTS DUE DEADLINE FOR SUBMITTING UNRESOLVED ISSUES ABOUT THE PROCESS	September 5, 2023
BIDS DUE AND EVALUATED BIDS ARE GENERALLY EVALUATED IMMEDIATELY FOLLOWING THE CONCLUSION OF THE BID ACCEPTANCE PERIOD	September 12, 2023
ANNOUNCE APPARENT SUCCESSFUL BIDDER AWARD DATE	September 13, 2023
HOLD DEBRIEFINGS DATE DEBRIEFING CONFERENCES TO BE HELD – IF REQUESTED	September 18, 2023
BEGIN CONTRACT WORK DATE DNR EXPECTS THE WORK TO BEGIN	September 20, 2023
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 negotiations 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.

## **2.3 PRE-PROPOSAL CONFERENCE**

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

Agency will be bound only to Agency's written answers to questions. Questions arising at the pre-proposal 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.

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.

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:
  - Correct the errors and re-evaluate all bids, quotations and/or proposals; and/or
  - Reissue the solicitation document; and/or
  - 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: [publicdisclosure@dnr.wa.gov](mailto:publicdisclosure@dnr.wa.gov). 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 <https://omwbe.wa.gov/small-business-assistance> 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 <https://omwbe.wa.gov/directory-certified-businesses> 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.

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 <https://des.wa.gov/sell/how-work-state>

### **2.18 REGISTRATION 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 <https://fortress.wa.gov/ga/webs/>

## **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 and the name of the DNR Contract Manager. Contractor shall also provide renewal certificates as appropriate during the term of this Agreement.

Contractor shall include 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
	Trevor McConchie
	Assistant Division Manager
	PO Box 47037
	Olympia, WA 98504-7017



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

Lower left corner: North Taneum Hazardous Fuels Reduction Contract  
Invitation to Bid #7010

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.

<b>BIDDER CHECKLIST</b>	
EXHIBIT A.1 – BIDDER'S CERTIFICATION AND ASSURANCES FORM	<input type="checkbox"/>
EXHIBIT A.2 – SOLICITATION SPECIFICATION FORM	<input type="checkbox"/>
EXHIBIT A.3 – AD-1048 FEDERAL DEBARMENT FORM	<input type="checkbox"/>
EXHIBIT A.4 – COST PROPOSAL	<input type="checkbox"/>
WASHINGTON STATE FARM LABOR CONTRACTORS LICENSE	<input type="checkbox"/>
UNITED STATES DEPARTMENT OF LABOR FARM LABOR CONTRACTORS LICENSE	<input type="checkbox"/>

### 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 Federal 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**

The Bidder's cost proposal will be included as part of Exhibit A.4 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. **A preference of 5 percent** 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

**4.7 EVALUATION WEIGHTING AND SCORING**

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
<b>RESPONSIVENESS</b>	
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
<b>SPECIFICATIONS</b>	
EXHIBIT A.2 SOLICITATION SPECIFICATIONS FORM – REQUIRED	PASS/FAIL
<b>QUALIFICATIONS</b>	
EXHIBIT A.2 SOLICITATION SPECIFICATIONS FORM – CURRENT/FORMER STATE EMPLOYEE	PASS/FAIL
EXHIBIT A.2 SOLICITATION SPECIFICATIONS FORM – REFERENCES	40
<b>COST PROPOSAL</b>	
SECTION 3.6 – TOTAL COST	60
<b>SUB-TOTAL</b>	<b>100</b>
<b>PREFERENCES</b>	
SECTION 4.5 – EXECUTIVE ORDER 18-03 WORKER’S RIGHTS (EXHIBIT A.1)	5
<b>TOTAL POSSIBLE W/PREFERENCES</b>	<b>125</b>

## **5. SOLICITATION EXHIBITS**

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

EXHIBIT A.2 – Bid Specification Form

EXHIBIT A.3 – AD-1048 Federal Debarment Form

EXHIBIT A.4 – 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): <a href="#">Internal Revenue Service</a>				
WA UBI (Unified Business Identifier): <a href="#">WA Department of Licensing</a>				
<a href="#">WA Labor &amp; Industries</a> Account #:				
<a href="#">WA State Farm Labor Contractors</a> License #:		Expiration Date:		
<a href="#">United States Department of Labor Farm Labor Contractors</a> License #:		Expiration Date:		

ALL IN-STATE VENDORS MUST BE LICENSED TO DO BUSINESS IN WASHINGTON STATE.

OUT-OF-STATE VENDORS SHOULD SEEK GUIDANCE FROM [WA 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](https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment: [https://www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy.pdf](https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf)
- 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
- 14. DEBARMENT.** Bidder certifies as follows (must check one):
- ☐ 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):
- ☐ 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. TERMINATION FOR DEFAULT OR CAUSE.** Bidder certifies as follows (must check one):

- ☐ **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. TAXES.** 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. FINANCIALLY 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.

**19. LAWFUL REGISTRATION.** Bidder, if conducting business other than as a sole proprietorship certifies as follows (must check one):

**NOTE:** 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.

**20. REGISTRATION WITH WASHINGTON SECRETARY OF STATE.** Bidder, is conducting business other than as a sole proprietorship, certifies as follows (must check one):

**NOTE:** 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. WAGE THEFT PREVENTION.** Bidder certifies as follows (must check one):

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

OR

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

**23. WORKERS' RIGHTS (EXECUTIVE ORDER 18-03).** 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. WASHINGTON STATE CERTIFIED SMALL BUSINESS.** Bidder certifies as follows (must check one):

- ☐ 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:
- 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.
  - 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.
  - WEBS Certification. Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution (WEBS).

OR

- ☐ Not Washington Small Business. Bidder is not a Washington Small Business as defined in RCW 39.26.010.

**25. WASHINGTON STATE CERTIFIED VETERAN-OWNED BUSINESS.** Bidder certifies as follows (must check one):

- ☐ 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:
- 51% Ownership. Bidder must be at least fifty-one percent (51%) owned and controlled by:
    - 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

applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;

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

OR

- ☐ Not a Certified Veteran-Owned Business. Bidder is not a Certified Veteran-Owned Business under RCW 43.60A.190.

**26. MINORITY 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**

<b>SPECIFICATIONS - REQUIRED (PASS / FAIL)</b>	
All Bidders are <b><u>REQUIRED</u></b> to check each box verifying that the service meets the required specification identified.	
<b>CHECK FOR VERIFICATION</b>	<b>REQUIRED SPECIFICATION(S)</b>
<input type="checkbox"/>	Bidder's firm possesses a current year <b>Washington State Farm Labor Contractors License</b> 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.
<input type="checkbox"/>	Bidder's firm possesses a current <b>United States Department of Labor Farm Labor Contractors License</b> 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.
<input type="checkbox"/>	Bidder is able to supply a minimum of 10 workers each business day and has sufficient labor resources to complete all work prior to the conclusion of the contract term.
<input type="checkbox"/>	Bidder Confirms that neither it nor any of its principals, are presently debarred suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participation in any contract with the Federal Government. A Signed Copy of the AD 1048, Federal Debarment and Suspension form is attached to the bid.
<b>QUALIFICATIONS – CURRENT/FORMER STATE EMPLOYEE (PASS / FAIL)</b>	
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.	
FORMER STATE EMPLOYEE NAME:	
POSITION WITHIN BIDDERS FIRM:	

RESPONSIBILITY WITHIN BIDDERS FIRM:	
<p><b>QUALIFICATIONS - REFERENCES (SCORED)</b>          Demonstrating reliability, professionalism, capability.</p> <p><b><u>Bidder shall furnish a minimum of one reference</u></b> 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.</p> <p>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).</p> <p>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.</p>	

(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.)

<p><b>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.</b></p>	
Contract #:	Contract #:
DNR region:	DNR region:
Type of Services Performed:	Type of work:

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

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

## EXHIBIT A.3 – AD-1048 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This form is available electronically.

OMB Control No. 0505-0027

Expiration Date: 04/30/2022



### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

**AD-1048**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.*

**(Read instructions on page two before completing certification.)**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

*In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.*

*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.*

**Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (REV 12/18)

## EXHIBIT A.4 – 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 multiplying the Acres by the Bid Price Per Acre. All Item Totals must be summed and entered as the Total Bid Price. In the event of a difference between the sum of all Item Totals and the Total Bid Price, the individual Item Totals shall prevail. 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 to Bid.

### Enter Bid Prices Here

Item Number	Item Name	Acres	Bid Price Per Acre	Item Total
1	UNIT 1	87		
2	UNIT 2	86		
3	UNIT 3	15		
4	UNIT 4	21		
5	UNIT 5	20		
6	UNIT 6	29		
7	UNIT 7	31		
8	UNIT 8	24		
9	UNIT 9	74		
10	UNIT 10	1		
11	UNIT 11	3		
12	UNIT 12	37		
13	UNIT 13	39		
14	UNIT 14	2		
15	UNIT 15	12		
16	UNIT 16	14		
	<b>Total Acres:</b>	<b>505</b>	<b>Total Bid Price:</b>	

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

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PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID

---

SIGNATURE OF AUTHORIZED PERSON

---

DATE SIGNED

# **EXHIBIT B: Draft Contract #7010**





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Good Neighbor Authority Federal Lands Section  
Okanogan Wenatchee National Forest

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**North Taneum Hazardous Fuels Reduction Contract #7010**

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**PI:** 3G6

**OMWBE:** ☐ Small Business ☐ Veteran Owned ☐ Not Applicable

**Procurement method (Select one):**

☐ DES Statewide Contract Enter DES Statewide Contract # ☐ Direct Buy ☐ Sole Source  
☐ Solicitation (IFB 7010) ☐ Emergency ☐ Exempt

---

**Contractor Info:**

Enter Contractor Name

Enter Contractor Address

Enter City, State Zip Code

**Phone:** Enter Contractor Phone Number

**Email:** Enter Contractor Email

**WA State UBI Number:** Enter UBI Number

**Federal Taxpayer Identification Number:** Enter Tax ID Number

**Statewide Vendor # (SWV):** Enter SWV #

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**Contract Digest:**

- 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. White Pine blister rust reference images for identification
- C. Vicinity Map
- D. Unit Maps
- E. Cost Proposal

**SECTION III – CONTRACT SIGNATURES PAGE**

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This Hazardous Fuels Reduction Contract #7011 is entered into between Contractor and the Washington State Department of Natural Resources (DNR) for Work on U.S. Forest Service land according to Supplemental Project Agreement #18-GN-11061700-061, #93-097238 under the authority provided in 16 USC § 2113a (Good Neighbor Authority).

## DEFINITIONS

**‘Agent’** means personnel authorized to act on behalf of the Agency for matters contained within.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**‘State Forester’** means the person appointed by the Commissioner of Public Lands as the Washington State Forester and Deputy Supervisor for Wildfire. The State Forester may perform the duties of the Contract Manager.

**‘Slash’** means all debris created on the Work area by the precommercial thinning operation.

**‘Surplus Trees’** means all trees designated for cutting.

**‘Thinning’** means the cutting down of trees according to the specifications of this contract.

**‘Unit’** is the individual geographical area on which Work will be done. Each Unit is specifically identified by number on the Unit Description (Section II-A), corresponding Unit Map (Section II-D), and Cost Proposal (Exhibit A.4).

**‘Unit Bid Price’** is the rate per acre, written in the Unit Bid Price column of the Bid Form (Exhibit A.4).

**‘Windrowed’** is a continuous line of slash that exceeds two feet in depth.

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

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

## **SECTION I-A: GENERAL PROVISIONS**

### **A-01 Contractor's Warranty**

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

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

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

### **A-02 Modifications**

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

### **A-03 Contract Complete**

This contract is the final expression of the parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract, except, the State Forester may modify or cancel this contract pursuant to A-07 without a writing signed by the Contractor.

### **A-04 Road Easement and Road Use Permit Requirements**

Contractor agrees to comply with the terms and conditions of the attached:  
None associated with 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 \$. The security shall be in the form of certified check or cashiers' check made payable to the Washington State Department of Natural Resources, an irrevocable letter of credit, a performance bond, or a savings account assignment. A letter of credit must comply with Title 62A RCW, Article 5. This security guarantees performance of this contract and payment of any damages resulting from Contractor's noncompliance with any contract provisions, negligent or imprudent actions, or the law. Performance security must remain in full force over the duration of the contract. In the event DNR needs to utilize the security, Contractor may be required to replace the portion(s) utilized within five (5) business days of receiving written notice from DNR. Contractor shall not operate unless the performance security has been accepted by DNR. If at any time DNR decides that the security document or amount has become unsatisfactory, Contractor agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to DNR or to supplement the amount of the existing security.

**A-07 Contract Cancellation**

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

**A-08 Attachments**

The following attached documents are hereby incorporated by reference:

- A. Invitation for Bid #7010 including final Bid Documents (Exhibit 2) with signatures
- B. White pine blister rust reference images for identification Images of blister rust

**A-09 Compliance with all Laws**

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

**A-10 Licenses and Permits**

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

**A-11 Indemnity**

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

## **A-12 Insurance Coverage**

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

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

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

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

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

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

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

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

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

**ADDITIONAL PROVISIONS:**

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

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

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

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

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

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

**A-13 Safety Compliance**

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

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

**A-14 Venue**

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

**A-15 Dispute Resolution**

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

- A. Any concerns or disputes which Contractor has relating to this contract shall first be brought to the attention of the Compliance Forester.
- B. If the Compliance Forester is unable to resolve the dispute to Contractor's satisfaction, Contractor will notify the Contract Manager in writing of its dispute with specificity. The Contract Manager will review and provide a written suggestion for resolution within ten (10) business days.
- C. If Contractor is not satisfied with the Contract Manager's response, it will notify the State Forester in writing of its dispute. The State Forester will review and set a meeting with Contractor within fifteen (15) business days, unless Contractor agrees to a longer period. After the meeting, the State Forester will provide a written response.

**A-16 Subcontracting**

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

**A-17 Nondiscrimination**

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

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



**A-18 Pre-Work Conference**

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

**A-19 Purpose of the Pre-Work Conference**

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

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

**A-20 Work Delay**

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

**A-21 Non-conformances with Work Schedule**

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

**A-22 Work Days**

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

**A-23 Breach of Contract**

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

- A. If Contractor violates any provision of this contract, Compliance Forester, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, Contractor has 30 days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied or Contractor fails to remedy the violation within 30 days after receipt of a suspension notice, DNR may terminate the rights of Contractor under this contract and collect damages.

- B. If the contract expires pursuant to clause A-33 without Contractor having performed all its duties under this contract, Contractor's right to operate is terminated and Contractor shall not have the right to remedy the breach. This provision shall not relieve Contractor of any payment obligations.
- C. DNR has the right to remedy the breach in the absence of any indicated attempt by Contractor or if Contractor is unable, as determined by DNR, to remedy the breach. Any expense incurred by DNR shall be charged to Contractor and shall be paid within 30 days of receipt of billing.

**A-24 Default of Contract**

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

**A-25 Washington State Forest Fire Protection Requirements**

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

**A-26 Inspection**

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

**A-27 Spark Arresters**

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

**A-28 Open Fires**

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

**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 Waste**

Contractor shall dispose of all their waste brought onto USFS lands in garbage disposal areas meeting all state, county, and local requirements. Waste includes, but is not limited to, equipment maintenance, abandoned equipment, food scrapes, plastic water bottles, packaging, and human bio-waste (feces). Human bio-waste shall be buried sufficiently (>6-8") and not within 100' of water, trails, or campsites or alternatively, packed out. Under no circumstance shall human bio-waste be left on the surface of the ground or unburied. All Wildlife attractants need to be stored in wildlife resistant containers or vehicles.

**A-31 Camping**

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

**A-32 Abbreviations**

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

**A-33 Term of Contract**

The term of this contract is from the date of execution through Wednesday, April 30, 2025. The contract shall not be extended without written permission approval from the State Forester. Contractor acknowledges that DNR is under no obligation to extend this contract at the expiration of the term.

**A-34 Timing Restrictions:**

No operations will be permitted from May 1<sup>st</sup> to July 31<sup>st</sup> unless written approval is granted by the Contract Manager.

**A-35 Removal of Equipment and Personal Property**

The Contractor shall remove equipment and other personal property from Federal Government lands upon termination or expiration of the Contract. Any equipment or personal property remaining on Government land at the end of this period will become the property of DNR, and may be removed and disposed of by DNR at the expense of the Contractor.

**A-36 Suspension of Work**

Whenever the Compliance Forester determines that environmental or physical conditions become unsuitable to conduct any Work, the Contractor shall move to another area identified by the Compliance Forester. When no other area is available, DNR may suspend work. When in the opinion of the Compliance Forester conditions are again suitable, the Contractor will be given approval to resume Work.

**A-37 General and Tax Liability**

Contractor agrees to pay all federal and state taxes arising from the performance of this Contract.

**A-38 Retention of Records**

Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of services described, for a period of six years following the date of final payment. If any litigation, claim or audit is started before the expiration of the six year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

**A-39 Independent Contractor**

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures' or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06 or RCW 51.

**A-40 Human Trafficking**

Contractor, and Contractor's employees, may not: (i) engage in severe forms of trafficking in persons during the period of time that the Contract is in effect; (ii) procure a commercial sex act during the period of time that the Contract is in effect; or (iii) use forced labor in the performance of the Contract. The terms used in this clause shall be as defined in 2 CFR § 175.15. The Contractor must immediately inform DNR of any information received from any source alleging a violation of this clause. DNR may unilaterally terminate this Contract, without penalty, in the case of a violation of this clause.

**A-41 Federal Debarment and Suspension**

Contractor certifies by signature of its authorized representative as affixed below, that neither it nor any of its principals, are presently debarred suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participation in any contract with the Federal Government.

## **SECTION I-B: SPECIFICATIONS FOR THE ACTIVITY**

Contractor shall perform pre-commercial thinning work as described below.

### **B-01 Precedence between Sections**

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

### **B-02 Boundaries**

The boundaries depicted on Unit Map (Section II-D) delineate the thinning area. Contractor is responsible for completing all Work to boundaries. The thinning boundaries will consist of easily identifiable features (including but not limited to roads, streams, or abrupt changes in forest type or age). Flagging will be used for areas where identifiable features are absent. Contractor is responsible for understanding the location of all boundaries. Failure to complete Work to boundaries in any Unit renders Work in that Unit incomplete, and no payment will be made to Contractor for any Work on that Unit. No payment will be provided for Unit(s) with Work that extends beyond Unit boundaries. Work extending beyond Unit boundaries will be considered breach of contract. See Clause A-06, above.

### **B-03 Contractor shall furnish:**

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

- A. A minimum crew size of 10 workers, and a maximum crew size of 14 workers, unless otherwise approved by the Compliance Forester;
- B. Adequate crew supervision, including at least one qualified non-thinning, English-speaking foreperson per crew, unless otherwise allowed by the Compliance Forester. The foreperson must have one season (at least three (3) months) of pre-commercial thinning experience. Documentation of a foreperson's experience shall be provided to the DNR upon request;
- C. All equipment and supplies for mechanical treatment, as well as any specific tool requirements that are detailed in the Unit Description (Section II-A);
- D. All safety equipment;
- E. All costs of operation and maintenance not specifically furnished by the DNR;

### **B-04 DNR shall furnish:**

- A. Compliance Forester(s) to acquaint the Contractor with each unit to be worked and to conduct periodic field inspections.
- B. Boundary marking and access to the unit as reasonably necessary to complete the contract.

## B-05 Thinning Methods

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

### A. Clump Spacing Thinning

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

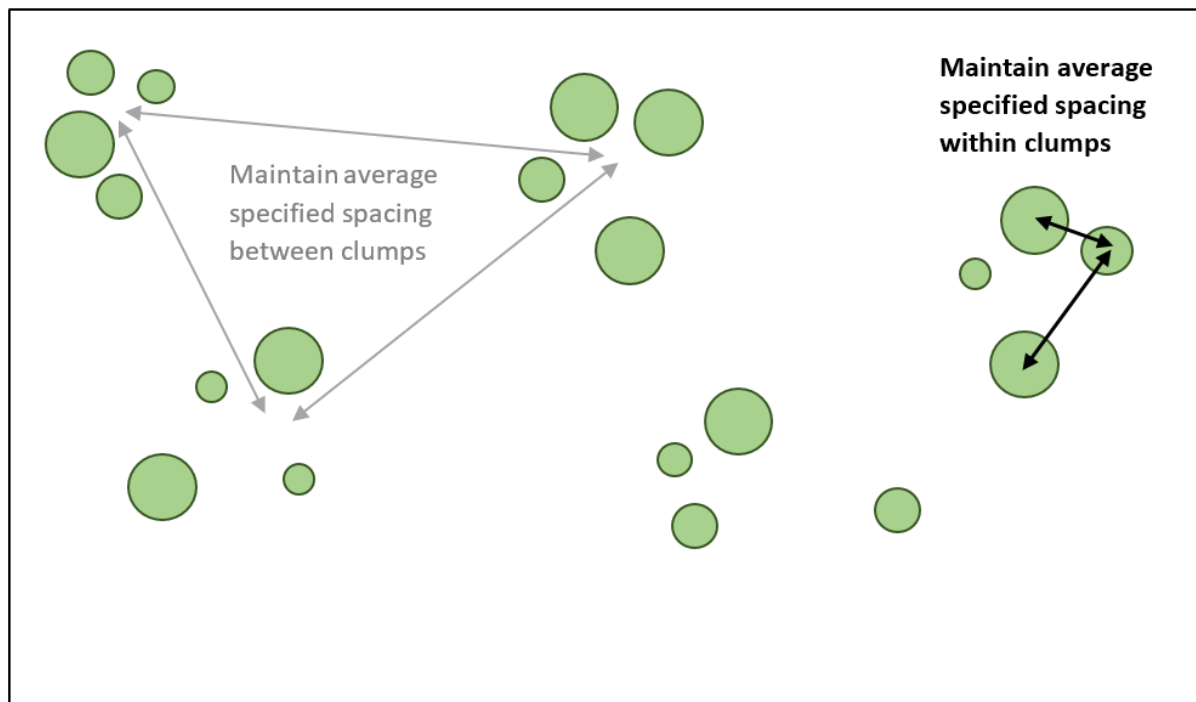


Figure 1. Example of compliant clump spacing. The spacing between clumps does not change materially throughout the unit (left), but 25% variance is accepted to leave the best clump. The average leave tree spacing within clumps is consistent throughout the unit (right), with variance allowed to leave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

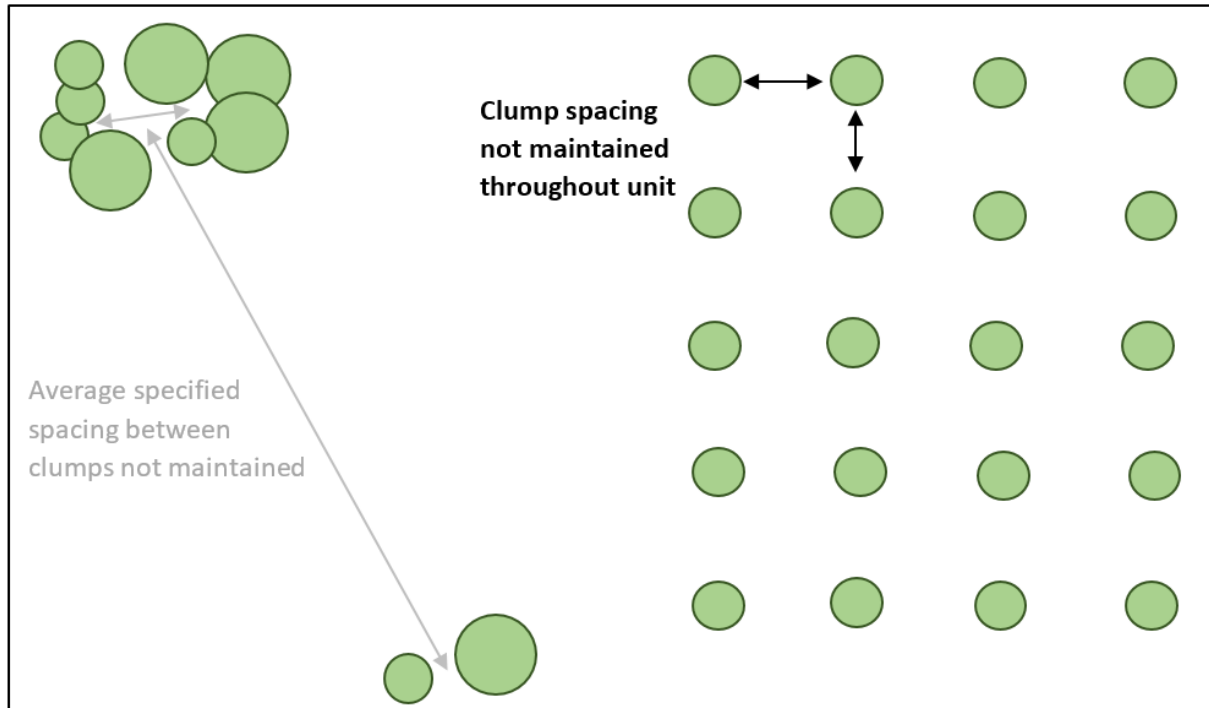


Figure 2. Example of non-compliant clump spacing. The spacing between clumps is outside of the allowable variance (left), and the thinning resembles a simple spacing thinning, with average specified spacing within clumps not maintained (right).

#### B-06 Order of Selection of Leave Trees

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

- A. Within a prescribed spacing, the leave tree shall generally be the tallest, straightest, single stem with the largest crown and free of damage due to animals, insects, disease or physical and mechanical causes. Select the healthiest preferred conifer species (see Section D).
- B. Maintain specified average number of trees per acre, based on designated prescription (see Section II-A, Table 1).
  - Rx1: 50 TPA +/- 20%
  - Rx2: 30 TPA +/- 30%
  - Rx3: 50 TPA +/- 20%
- C. Maintain specified average spacing, based on designated prescription (see Section II-A, Table 1).
  - Rx1: 30' x 30'
  - Rx2: 38' x 38'
  - Rx3: 30' x 30'

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

For Rx1 and Rx3:

1. Western Larch
2. Douglas-fir
3. Ponderosa Pine

For Rx2:

1. Ponderosa Pine
2. Western Larch
3. Douglas-fir

- E. Western white pine shall not be cut unless infected with advanced blister rust. All western white pine in the <11-inch DBH size class with majority red needles caused by white pine blister rust shall be cut. Other identifiable symptoms of white pine blister rust include: flagging, cankers, swelling, and spores. If one or more of these symptoms exists on  $\geq 30\%$  of the tree or there is a canker on the bole of the tree, the tree shall be removed. See Section II-B for examples of each symptom.
- F. For Rx1, ponderosa pine crop trees shall be the most vigorous and healthy trees. Such trees shall be straight, have a strong, pointed leader, and free of defects.
- G. Western hemlock and western red cedar shall not be cut. No cut species will be considered within the prescribed spacing and will be counted towards overall remaining TPA.

**B-07 Trees or Hardwood Shrubs to Be Cut**

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

- A. Trees taller than 12-inches shall be treated within the contract specifications.
- B. In all Thinning (Rx1 and Rx2) Units, trees less than 11-inches DBH shall be treated within the contract specifications.
- C. In Riparian areas (Rx3), trees less than 10-inches DBH shall be treated within the contract specifications.
- D. Treatment includes leaving no green needles or branches below the cut, and leaving stumps no taller than 6-inches in height.
- E. All Units (Rx1-3) shall have a clump spacing thinning prescription applied. In these units, leave clumps of 1 to 4 trees every 40-feet. Spacing between clumps shall be measured from the center of each clump. The spacing may be varied up to plus or minus 25% of the designated distance in order to leave the most desirable trees. The spacing between clumps shall not be materially changed across the unit. For example, if two clumps are 30-feet apart, the next clump shall be 50-feet away.



- F. In all Thinning Units (Rx1 and Rx2), the spacing requirement for trees within each clump shall average between 8- and 20-feet. This may be altered for situations where substantially better trees are closer than 8-feet. For example, if two well-formed 30-foot tall Douglas-fir trees are only 3-feet apart and the remaining trees to choose from are all 10-feet apart, it is preferred to leave the 2 trees in that area and then select 2 of the remaining trees that are more than 8-feet away to complete the clump.
- G. Clumps and openings shall be chosen based on species. Leave clumps of similar species based on the Select Crop Tree List (B-06, D). Openings should be targeted to areas of grand fir, lodgepole pine, and groups of off-site ponderosa pine (reference B-07, K).
- H. Openings shall be up to ¼ of an acre in Rx1 and Rx2. This excludes Riparian Areas (Rx3).
- I. Trees greater than the maximum cut DBH shall be included in the spacing requirements. When trees over the maximum cut DBH are present, leave trees shall be spaced off of those trees. Target TPA will be maintained as possible.
- J. When leave trees are of equal size and vigor, select the leave tree according to the preferred conifer. A lower priority species that is at least 25% taller than the height of an adjacent higher priority species shall be left as the leave tree, except in Rx2. In Rx2, western larch and Douglas-fir shall be the priority leave trees.
- K. Within Rx1 and Rx3, off-site ponderosa pine trees shall be targeted to be cut. Off-site ponderosa pine trees are typically unhealthy, low vigor trees and are identified by the following characteristics: rounded-out canopy, suppressed, deformed branches, and thinned out/reduced canopy. These trees do not contribute to stand vigor or resilience and therefore shall be cut under previous specifications.
- L. The State retains the right to designate individual trees to be cut or left standing.
- M. Conifer trees shall be cut in a way that does not damage leave trees. Any tree to be felled can be girdled instead in order to minimize leave tree damage.
- N. Grand fir and lodgepole pine shall be a high cut priority, regardless of spacing.
- O. No hardwood trees or hardwood shrubs shall be cut unless within 100-feet of a maintained and drivable road.

#### **B-08 Cut Trees**

Trees will be cut below the lowest live limb and cut completely free of the stump. Cut trees must not be left "hung up" or leaning against crop trees. Stumps shall not exceed a six (6) inch height unless snow conditions prevent this. In no case shall stumps exceed an eighteen (18) inch height.

#### **B-09 Progression of Daily Work**

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

## **B-10 Resource Protection Requirements**

- A.** Trees felled into streams shall be removed and streams shall be left in their original state. If certain streams will be protected and cutting will not be permitted within the specified area, they will be designated on the Unit Map.
- B.** Contractors shall adhere to the following criteria for stream resource protection.
  - i. No cutting or slashing is allowed within 300-feet of a perennial fish-bearing stream.
  - ii. For a perennial non-fish-bearing stream:
    - 1. No cutting within 100-feet.
    - 2. From 100- to 150-feet:
      - a. 10-inch DBH cut limit.
      - b. No piling.
      - c. Scatter slash 6-feet away from any leave or legacy trees.
    - 3. Canopy cover shall be maintained at 40-60%.
  - iii. For intermittent streams:
    - 1. No tree cutting in inner 50-feet of edge of bankfull channel.
    - 2. From 50-150 feet trees under 10-inch DBH may be hand cut and left in place. Canopy cover shall be maintained at 40-60%.

Watercourses identified during project preparation are located in Contract Maps. Any additional watercourses encountered during project implementation are the responsibility of the contractor to identify, buffer accordingly, and notify contract administrator.

## **B-11 Fences and Improvements**

Contractor shall not damage fences and other improvements (e.g., water developments, monumented corners, road surfaces and/or drainage structures) within or adjacent to the Units during the thinning operation. Any such damage will be repaired at Contractor's expense back to existing condition prior to damage. Trees adjacent to fences or other improvements shall be felled away. All slash falling on fences and other improvements shall be removed and distributed back into the unit by Contractor. Trees and slash felled onto lands not owned by the United States Forest Service shall also be removed and distributed back into the unit.

## **B-12 Slash in Roads and Buffer Zones**

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

## **B-13 Special Requirements**

### **A. Slashing Procedures**

- 1. All conifers within size class, species priority, or spacing distance as stated in thinning procedures are to be cut.
- 2. All slash created by the slashing operation shall be lopped on 3 sides of the bole, scattered and bucked to within 2-feet of the ground. Boles will be bucked to lengths of 6-feet or less no matter what the diameter.

3. Slash generated will be pulled back 6-feet along both sides of all traveled roads and trails within units, this includes when the unit is on only one side of the road. Under no circumstances shall slash be distributed outside of thinning units. This work is considered incidental to the slashing work.
4. No hang-ups or operational damage is allowed.
5. Old slash from previous logging activity and natural blow down, will be cut (6-foot lengths) and pulled back from leave trees. Leave trees include legacy trees and for the purposes of this contract are: western larch, Douglas fir, and ponderosa pine trees that are >25-inches DBH, and are mature or old growth trees with the following characteristics: flattened crown, large diameter branches, and thick bark. Pull back shall be performed on all dead woody debris from 3- to 11-inches (diameter) in size, and shall be pulled back a minimum of 6-feet away from leave trees.
6. All slash shall be pulled back (minimum of 6-feet) and away from leave trees. All pullback slash shall be piled or scattered throughout the unit to achieve a slash depth not greater than 2-feet. Pull back distance shall be a minimum of 6-feet from trees.
7. Within 100-feet of maintained and drivable roads in or adjacent to Units, all trees within cutting specifications and shrubs greater than 12-inches residing in a ditch or cut bank shall be cut. This excludes Riparian Areas (Unit 10 and 14).
8. All slash created within Riparian Areas (Rx3) shall be pulled back a minimum of 6-feet away from leave trees and scattered without creating a windrow.
9. Slash generated from each day of work shall be removed from roadways, ditches, and from the top of cut banks along all traveled roads in the project area, even if not shown on project maps or as identified. This slash shall be pulled back by the end of each workday.
10. Slash may not be placed/spread onto private or other property besides Forest Service lands.

## **B. Pruning**

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

1. Pruning shall be done with the following equipment: shears or a saw designed for pruning. Chain saws are only to be used if the limb is too large for a hand tool. Axes are prohibited from use for pruning. Power saws may be used with the approval of the Contract Manager if the quality of the pruning meets and maintains standards.
2. In all Units, trees greater than 6-feet tall shall be pruned, with priority given to the tallest, fullest crown trees, or trees with mistletoe. The pruning height shall be 6-feet or 50% of the tree, whichever is less above ground (as measured on the uphill side of the tree). Trees that have mistletoe brooms that descend within 6-feet or 50% of the ground shall be thinned at the 6-foot or 50% minimal level. Prioritize pruning crop trees.

3. In all Units 50% of all trees shall be pruned up to 6-feet above the ground. Only live limbs shall be pruned.
4. Within 100-feet of drivable and maintained roads in or adjacent to Units, all trees shall be pruned up to 6-feet, excluding Riparian Areas (Units 10 and 14).
5. There shall be no pruning of western red cedar or western hemlock.
6. All limbs shall be removed from the bole of the tree in such a manner that the branch collar is not damaged and so that no branch stubs longer than ¼ inch remain. Limbs must be cleanly cut off and not broken or otherwise wrenched from the tree. The cambium layer around the bole of the tree shall not be torn, cut or damaged as a result of the pruning operation.
7. Slash resulting from the pruning operation shall be piled (see B-13 Section C). Under no circumstances shall slash be left “haystacked” against the bole of the tree or create a windrow.
8. Pruning slash shall be treated as activity slash.

### **C. Construction and Covering of Slash Piles**

1. Piles shall be approximately 6-feet wide, 6-feet long, and 6-feet high.
2. Piles shall be constructed as compactly as possible and placed with the long axis up and down the hill slope. All material shall be bucked into pieces less than 6-feet in length. Piles shall be constructed with vertical sides and a base wide enough to keep them from toppling. Piles shall be constructed so the lower 25% of the pile consists of fuels 2-inches and smaller in diameter and sufficient fine fuels to act as kindling when piles are burned.
3. No piles shall be made in stream channels, roads, or drainage ditches. Piles shall be a minimum of 10-feet away from any leave tree and outside of the drip line. Piles shall be a minimum of 25-feet from any road.
4. Where possible, piles shall be constructed on top of or near grand fir regeneration clumps.
5. Within Rx2, 50% of dead and down material, including jack-strawed trees, shall be bucked into specified lengths and piled.
6. There shall be no pile construction within Riparian Areas (Rx3).
7. The contractor shall cover all hand piles with wax coated craft style paper furnished by the contractor. Wax for water-resistance is needed. Covering material shall be non-toxic and not be petroleum based, or treated with any chemical for water proofing. Care shall be taken not to puncture the covering material. The paper shall be placed on top of each pile during construction when the pile is approximately 75% completed with the wax side of the paper facing up. The paper shall then be secured with slash material when the remaining 25% of the pile is completed. This will assure that the paper is not affected by wind and will protect the majority of the pile from

rain and snow. The paper shall be placed, as a continuous piece, from the ground surface on the uphill side of the pile, over the top, and extend to the ground surface on the downhill side of the pile, thus covering at least 75% of the pile's surface area.

#### **D. Other Special Requirements**

1. Units 10 and 14 are Riparian Areas (Rx3). Riparian areas are marked with blue and white stripped flagging and shall be treated under the prescription described in Section II-A, Table 1.
2. Within 100-feet of a maintained and drivable road in or adjacent to Units, all trees shall be pruned up to 6-feet excluding Riparian Areas (Units 10 and 14).

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

### C-01 Determination of Payment

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

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

### C-02 Determination of Satisfactorily Completed Work

Satisfactorily completed work will be determined using the following criteria:

- A. The Compliance Forester will establish fixed-radius plots, generally either 1/20th acre (26.3 foot radius horizontal distance) or 1/100<sup>th</sup> acre (11.8 foot radius horizontal distance), to check contract specifications compliance and as a basis for determining satisfactory quality.
- B. The Compliance Forester will attempt to measure a minimum of two (2) plots for each five (5) acres accomplished.
- C. The Compliance Forester will determine acceptable spacing and number of trees per acre as specified in the Unit Description Table for the unit based on the following Per Acre Zone of Acceptance:

PER ACRE ZONE OF ACCEPTANCE			
Spacing	Number of Crop Trees		
	Minimum	Average	Maximum
27' x 27'	49	60	64
28' x 28'	45	55	59
29' x 29'	41	51	55
30' x 30'	38	48	58
38' x 38'	21	30	39

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

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

### **C-03 Unsatisfactory Work Compliance**

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

- A. Removal of crop trees or poor selections of crop trees for any reason is defined as stand damage.
- B. If overcutting of acceptable crop trees leaves a maximum treeless space (dimensions shown below) on one-half (1/2) of the compliance plots installed, or if any one such gap exceeds three times the spacing requirement, the work on that unit will not be paid for. More severe damage will result in termination of the Contract. The Contractor shall be liable for damages resulting from the overcutting of trees.

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

- C. If undercutting occurs according to the contract specification, payment will be withheld on the unsatisfactory unit(s). The Contractor shall return at no additional expense to the DNR, and re-treat unsatisfactory unit(s) or parts thereof. In the event the contract is terminated for unsatisfactory performance, payment will be made as set forth in Clause C-05 below for work satisfactorily completed.
- D. All undercutting work must be corrected to the satisfaction of the DNR Representative before work may be performed in any other portion of the unit or other units.

### **C-04 Payment shall be made as follows:**

Payment may be made by the month, unit or by one total payment. Details of payment schedule will be determined in the pre-work conference. The DNR will attempt to comply with the desires and needs of the Contractor but assumes no legal duty or obligations to adhere to the schedule of payments so arranged.

### **C-05 Partial payment**

Partial payment may be made upon completion of part of a unit as determined by the DNR. Request for partial payment is to be made by the Contractor utilizing the Contractor's Billing Invoice and Compliance Report provided by the DNR. The Contractor or contract representative identified during pre-work conference (Clause A-37) shall sign the Contractor's Billing Invoice and Compliance Report after completion of each such "sub-unit" being submitted for payment. The DNR Representative will then make payment recommendations for the invoice and forward the Contractor's Billing Invoice and Compliance Report to the DNR's Region office for processing.

- A. Contractor or contract representative and the DNR Representative shall sign the Contractor's Billing Invoice and Compliance Report form at the conclusion of work on each unit. Final payment will not be made to the Contractor unless the Contractor's Billing Invoice and Compliance Report form are signed by the Contractor or contract representative and the DNR Representative, and "final" payment is designated thereon.
- B. If a unit's contract acreage is disputed the Contractor may upon completion of the unit request a verification traverse by the DNR; the request must be in writing and signed by the Contractor. The DNR will pay the Contractor based on acres determined from the verification traverse. If the verification traverse indicates the net acres specified in the Unit Description are correct within plus or minus five percent (5%) the Contractor shall pay the cost of the verification traverse at a rate of ten dollars (\$10.00) per one hundred (100) feet of traversed boundary.

#### **C-06 Liquidated damages**

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

#### **Schedule of Liquidated Damages**

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

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

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



## SECTION II-A: UNIT DESCRIPTION

**Table 1. Prescription Summary Table**

(Summary table intended to highlight difference between the three prescriptions, not intended to be a comprehensive list– for comprehensive specs see B clauses.)

Rx	Associated Treatments (see B Clauses for comprehensive treatment requirements)
<b>1 – Previous clear cuts / offsite pine plantations</b>	<ol style="list-style-type: none"> <li>1. Leave clumps of 1 to 4 best trees every 40 feet, +/- 25% to leave the best (largest, preferred species) trees. Spacing between dominant and codominant trees shall be <b>30 feet</b>.</li> <li>2. Only cut trees less than or equal to <b>11” DBH</b>.</li> <li>3. Trees per acre target is <b>50</b> +/- 20%. All leave trees (including no cut species and trees over the maximum cut diameter) count towards TPA target.</li> <li>4. Crop tree preference: <u>WL, DF, PP</u>. Retain only the most vigorous and healthy ponderosa pine trees. Such trees shall be straight, have a strong leader, and free of defects.</li> <li>5. Create <b>openings</b> ranging <b>up to ¼ of an acre</b>.</li> <li>6. All trees &gt; <b>1’ in height</b> shall be removed.</li> <li>7. <b>50%</b> of trees over 6 feet tall shall be pruned. Prune live limbs only.</li> <li>8. Within <b>100 feet</b> of any maintained and drivable road, 100% of trees over 6 feet shall be pruned. Additionally, all trees <b>and</b> shrubs &gt; 1-foot in height residing in ditches or cut banks shall be cut.</li> <li>9. Where slash depth exceeds 6”, all slash shall be piled. Piles shall be approximately 6’x6’x6’, 10 feet from leave trees and covered with wax-coated paper.</li> <li>10. Dead and down fuels shall be cut (6’ lengths) and pulled back 6’ from leave trees.</li> <li>11. Do <b>not</b> cut western hemlock, western red cedar, or western white pine (unless there is advanced blister rust).</li> </ol>
<b>2 - Early seral-young forest multi-story (ES YFMS)</b>	<ol style="list-style-type: none"> <li>1. Leave clumps of 1 to 4 best trees every 40 feet, +/- 25% to leave the best (largest, preferred species) trees. Spacing between dominant and codominant trees shall be <b>38 feet</b>.</li> <li>2. Only cut trees less than or equal to <b>11” DBH</b>.</li> <li>3. Trees per acre target is <b>30</b> +/- 30%. All leave trees (including no cut species and trees over the maximum cut diameter) count towards TPA target.</li> <li>4. Crop tree preference: <u>PP, WL, DF</u>. Retain only the most vigorous and healthy ponderosa pine trees. Such trees shall be straight, have a strong leader, and free of defects.</li> <li>5. Create <b>openings</b> ranging <b>up to ¼ of an acre</b>.</li> <li>6. All trees &gt; <b>1’ in height</b> shall be removed.</li> <li>7. <b>50%</b> of trees over 6 feet tall shall be pruned. Prune live limbs only.</li> <li>8. Within <b>100 feet</b> of any maintained and drivable road, 100% of trees over 6 feet shall be pruned. Additionally, all trees <b>and</b> shrubs &gt; 1-foot in height residing in ditches or cut banks shall be cut.</li> <li>9. Where slash depth exceeds 6”, all slash shall be piled. Piles shall be approximately 6’x6’x6’, 10 feet from leave trees and covered with wax-coated paper.</li> <li>10. <b>50%</b> of dead and down material, including jack-strawed trees, shall be bucked into 6’ lengths and piled.</li> <li>11. Dead and down fuels shall be cut (6’ lengths) and pulled back 6’ from leave trees.</li> <li>12. Do <b>not</b> cut western hemlock, western red cedar, or western white pine (unless there is advanced blister rust).</li> </ol>

**Table 1. Prescription Summary Table Continued**

Rx	Associated Treatments (see B Clauses for comprehensive treatment requirements)
<p><b>3 – Riparian Areas</b></p> <p>(All riparian areas are designated with blue and white stripped flagging)</p>	<ol style="list-style-type: none"> <li>1. Leave clumps of 1 to 4 best trees every 40 feet, +/- 25% to leave the best (largest, preferred species) trees. Spacing between dominant and codominant trees shall be <b>30 feet</b>.</li> <li>2. Only cut trees less than or equal to <b>10" DBH</b>.</li> <li>3. Trees per acre target is <b>50</b> +/- 20%. All leave trees (including no cut species and trees over the maximum cut diameter) count towards TPA target.</li> <li>4. Crop tree preference: <b>WL, DF, PP</b>. Retain only the most vigorous and healthy ponderosa pine trees. Such trees shall be straight, have a strong leader, and free of defects.</li> <li>5. All trees &gt; <b>1' in height</b> shall be removed.</li> <li>6. <b>50%</b> of trees over 6 feet tall shall be pruned. Prune live limbs only.</li> <li>7. Trees cut shall not be piled, they will be cut and scattered in surrounding area.</li> <li>8. Dead and down fuels shall be cut (6' lengths) and pulled back 6' from leave trees.</li> <li>9. Do <b>not</b> cut western hemlock, western red cedar, or western white pine (unless there is advanced blister rust).</li> </ol>

**Table 2. Unit Summary Table**

Unit	Acres	Rx (See Table 1 and B- Clauses)	Rx	Boundary Type	Fire Shutdown Zone	Estimated average Trees Per Acre (TPA)	Estimated TPA (min - max)	Estimated Average Slope (%)	Estimated slope (min - max) (%)	Elevation (min – max) (feet)
1	97	Previous Clear Cut	1	Flagged	675	1490	650 - 1905	21%	1 - 103	4020 - 4235
2	86	ES YFMS	2	Flagged	675	1370	625 - 1850	16%	1 - 144	4100 - 4230
3	15	ES YFMS	2	Flagged	675	1370	490 - 1840	29%	1 - 120	4020 - 4295
4	21	Previous Clear Cut	1	Flagged	675	1255	250 - 2100	29%	1 - 113	3535 - 4170
5	20	ES YFMS	2	Flagged	675	880	40 - 2265	40%	1 - 168	3540 - 4280
6	29	ES YFMS	2	Flagged	675	1365	715 - 1935	16%	1 - 67	4060 - 4220
7	31	Previous Clear Cut	1	Flagged	675	1435	495 - 1995	12%	1 - 82	3940 - 4065
8	24	Previous Clear Cut	1	Flagged	675	1385	630 - 2010	14%	1 - 78	4120 - 4250
9	74	Previous Clear Cut	1	Flagged	675	1170	0 - 1710	19%	1 - 129	3990 - 4335
10	1	Riparian	3	Flagged	675	1370	190 - 2240	20%	1 - 83	3860 - 3990
11	3	Previous Clear Cut	1	Flagged	675	1415	875 - 1865	35%	1 - 75	3140 - 3300
12	37	Previous Clear Cut	1	Flagged	675	1285	285 - 1880	38%	1 - 134	2890 - 3220
13	39	Previous Clear Cut	1	Flagged	675	1325	260 - 2120	42%	1 - 114	3510 - 4055
14	2	Riparian	3	Flagged	675	1305	765 - 1550	31%	1 - 104	3120 - 3200
15	12	Previous Clear Cut	1	Flagged	675	1310	815 - 1690	23%	1 - 90	3930 - 3990
16	14	Previous Clear Cut	1	Flagged	675	1415	710 - 1680	16%	1 - 46	3940 - 4060

## **Section II-B: WHITE PINE BLISTER RUST REFERENCE IMAGES FOR IDENTIFICATION**

White pine blister rust is a non-native disease that spreads throughout North America on five-needle pines. It is identifiable through four main symptoms: flagged branches, cankers, spores, and swelling. Below are definitions and examples of each symptom.

### **1. Flagged Branches**

Flagged branches are one of first symptoms when blister rust has infected a tree. One or multiple branches will have dead, red needles on the branch. Flagged branches shall be paired with another symptom to ensure it is white pine blister rust.



Photo: Chris Schnepf, University of Idaho, bugwood.org,  
<https://www.forestryimages.org/browse/detail.cfm?imgnum=1171042#>

## 2. Cankers

Blister rust cankers are wounds on a tree that can appear on the bole or branches. They are typically diamond shaped, swollen, resinous, rough around the edges, and in the spring and early summer, will have visible spores on them (see #3 Spores). Sometimes, they have a chewed on appearance – this is because they have, rodents chew on the canker because of the resin accumulated there. If the canker is on the bole, the tree has an extremely high likelihood of dying.



Photo: Joseph Obrien, USDA Forest Service, bugwood.org,  
<https://www.forestryimages.org/browse/detail.cfm?imgnum=5061079#>

## 3. Spores

Spores are small, blister-like features formed from white pine blister rust. In the spring and early-summer, they are orange in appearance. Spores release a powdery orange substance (that can infect other trees) and then have a white, flakey appearance (see swelling photo for example).



Photo: H.J. Larsen, bugwood.org,

#### 4. **Swelling**

Swelling is a response to white pine blister rust infection. With time, swelled areas will likely turn into a canker, or it can be a past-year's canker. Swelled areas can have spores on it. Its appearance is dependent on the stage of blister rust but generally, swelled areas will be larger compared to the surrounding branch or bole.



Photo: USDA Forest Service - Region 2 - Rocky Mountain Region, USDA Forest Service, Bugwood.org,  
<https://www.forestryimages.org/browse/detail.cfm?imgnum=1442264>

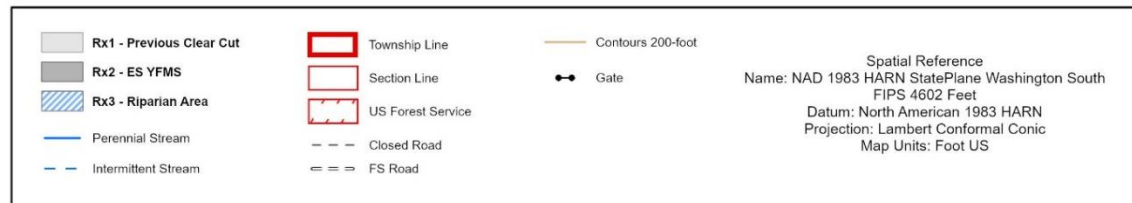
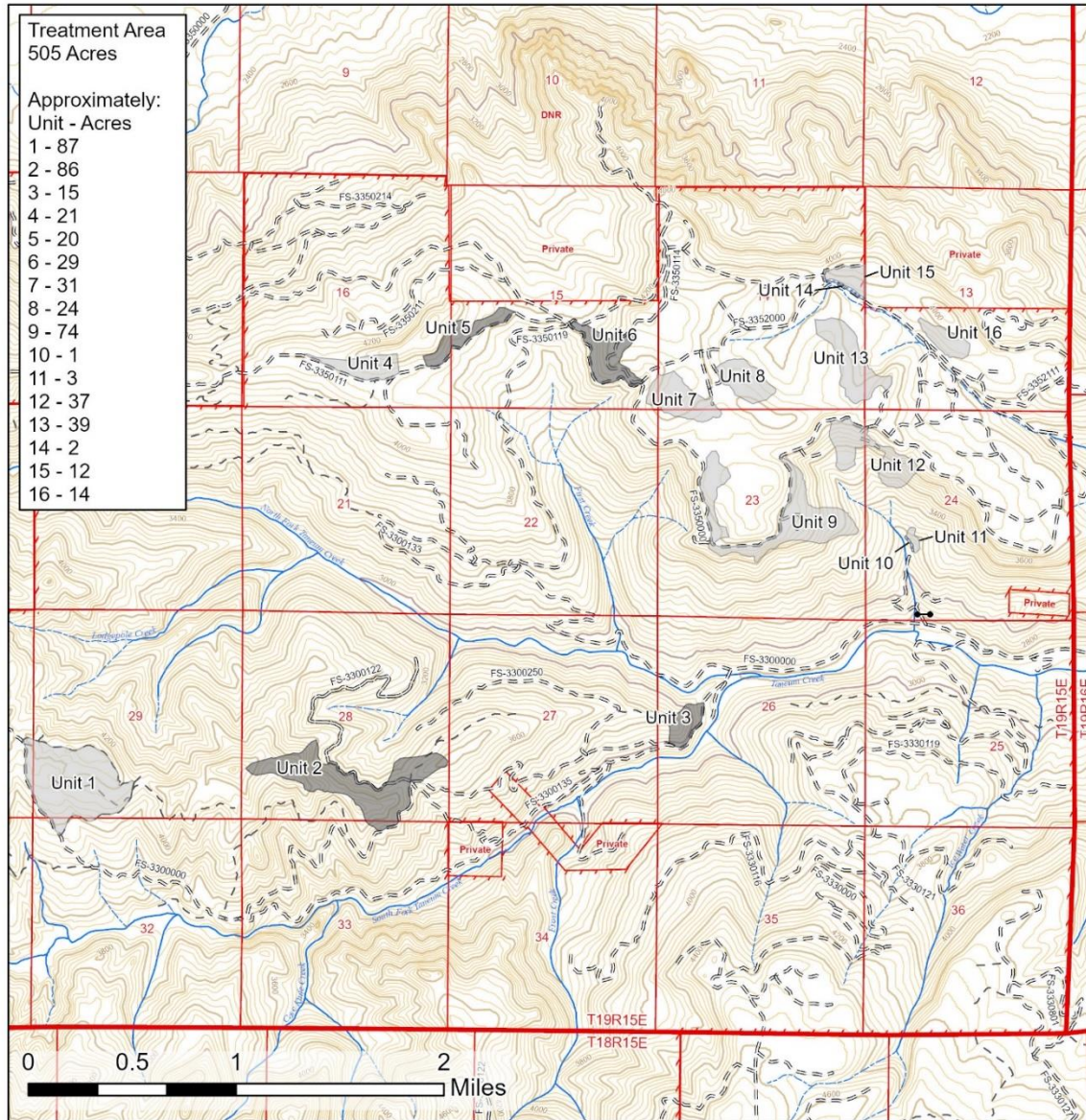


## SECTION II-C: VICINITY MAP

### GOOD NEIGHBOR AUTHORITY HAZARDOUS FUELS REDUCTION VICINITY MAP

**PROJECT NAME:** North Taneum  
**CONTRACT #:** 7010  
**TOWNSHIP(S):** T19R15E

**NATIONAL FOREST:** Okanogan - Wenatchee  
**COUNTY:** Kittitas  
**ELEVATION RANGE:** 3100 - 4300



Prepared by: arif490

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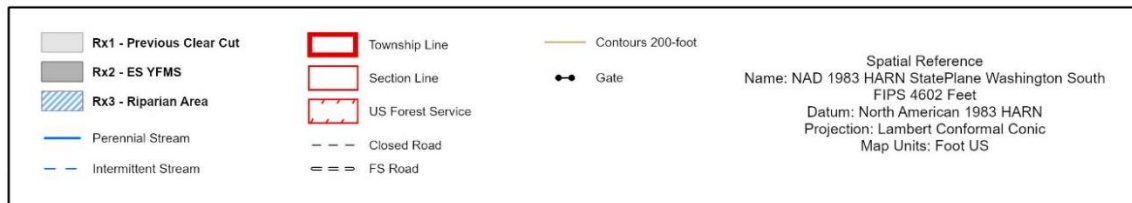
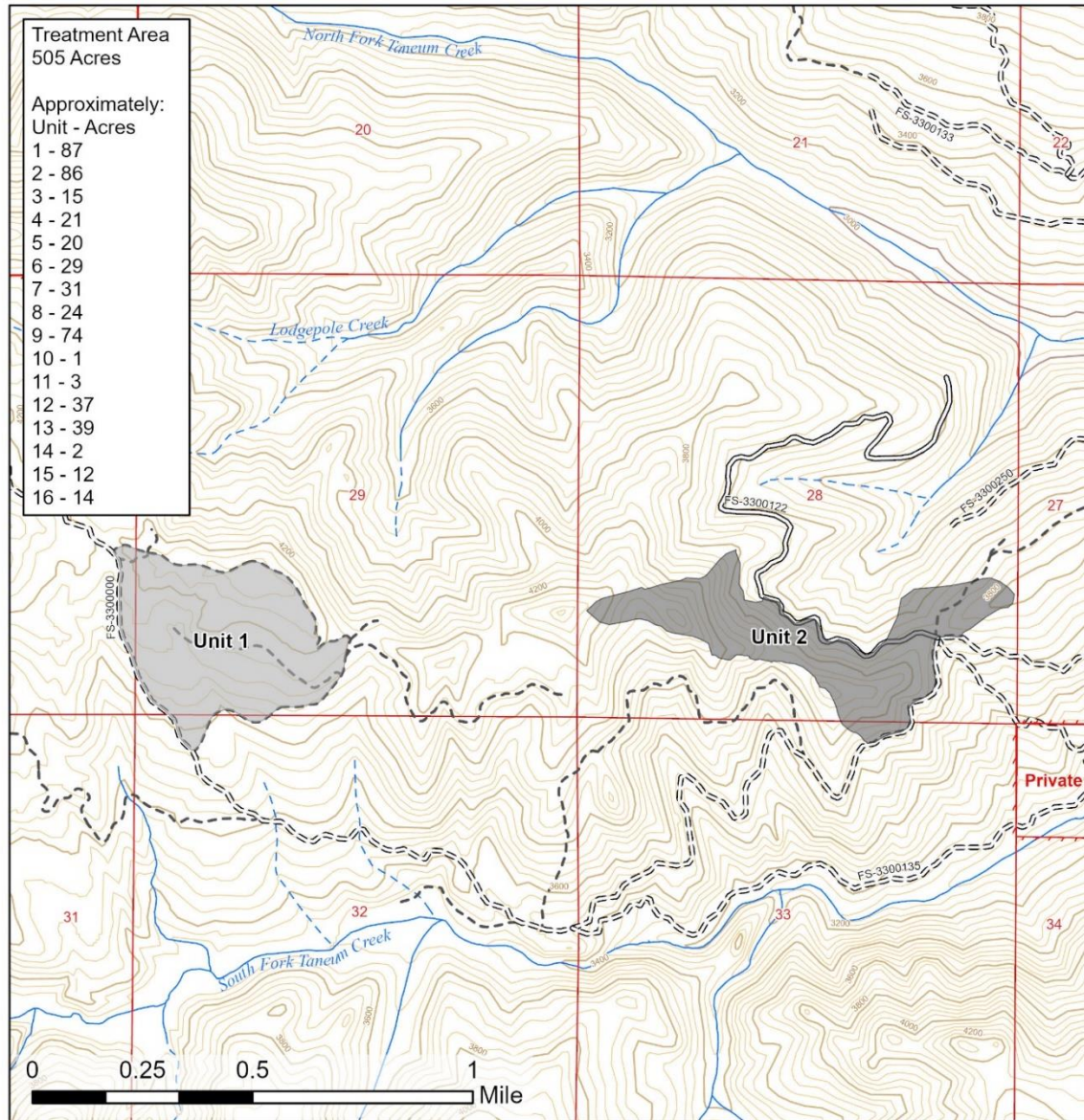


# SECTION II-D: UNIT MAPS

## GOOD NEIGHBOR AUTHORITY HAZARDOUS FUELS REDUCTION UNIT MAP

**PROJECT NAME:** North Taneum  
**CONTRACT #:** 7010  
**TOWNSHIP(S):** T19R15E

**NATIONAL FOREST:** Okanogan - Wenatchee  
**COUNTY:** Kittitas  
**ELEVATION RANGE:** 3400 - 4200



Prepared by: arif490

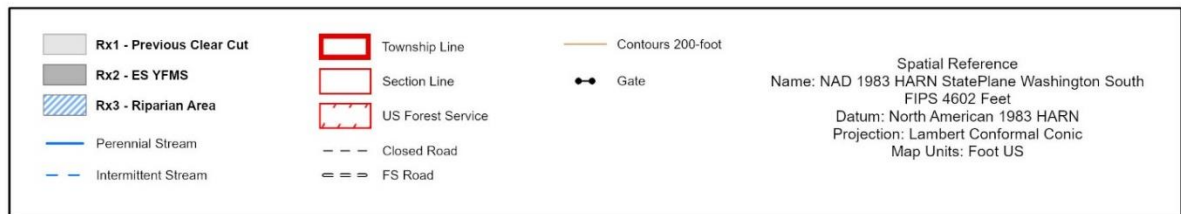
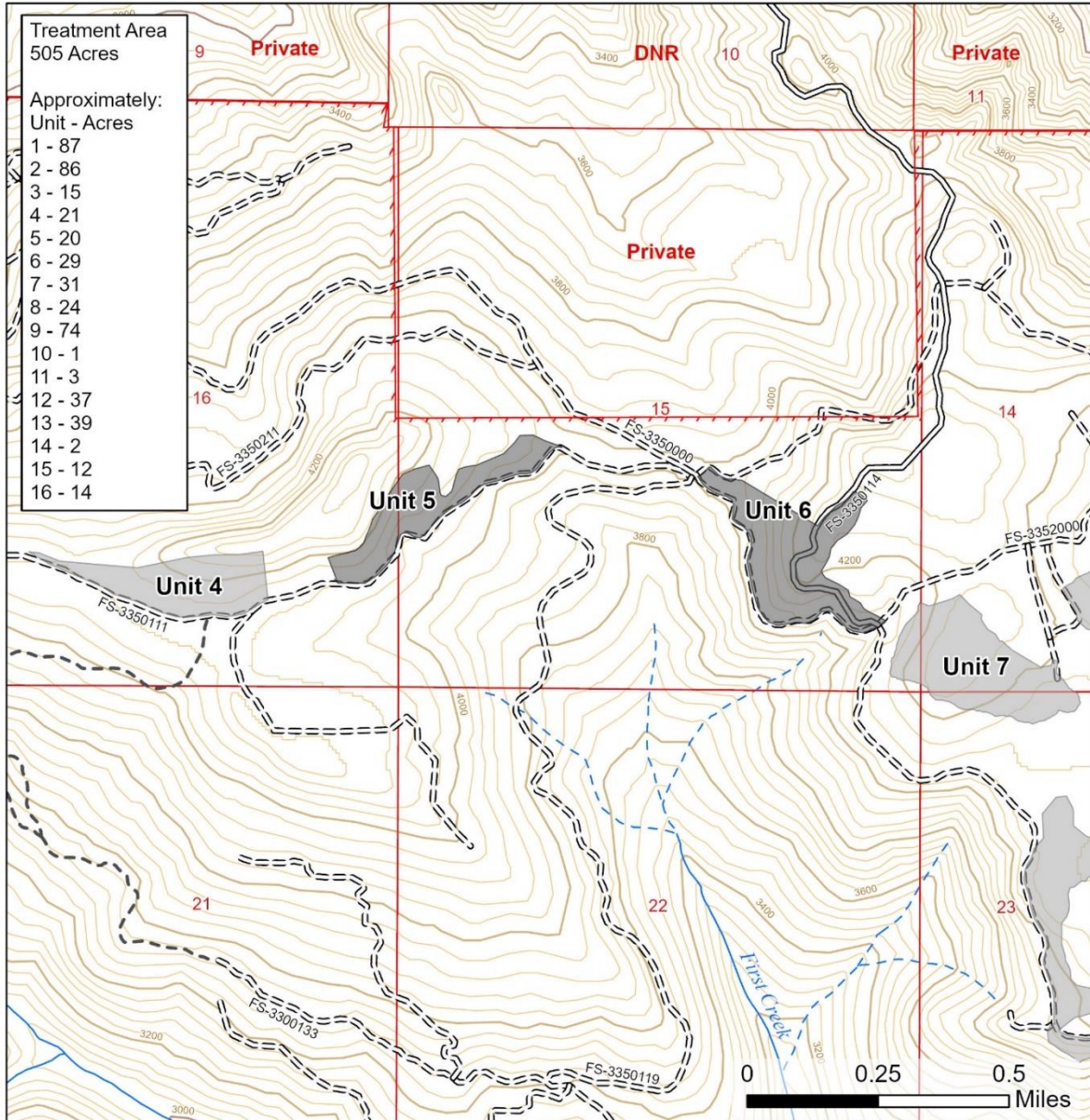
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## GOOD NEIGHBOR AUTHORITY HAZARDOUS FUELS REDUCTION UNIT MAP

**PROJECT NAME:** North Taneum  
**CONTRACT #:** 7010  
**TOWNSHIP(S):** T19R15E

**NATIONAL FOREST:** Okanogan - Wenatchee  
**COUNTY:** Kittitas  
**ELEVATION RANGE:** 3100 - 4300



Prepared by: arif490

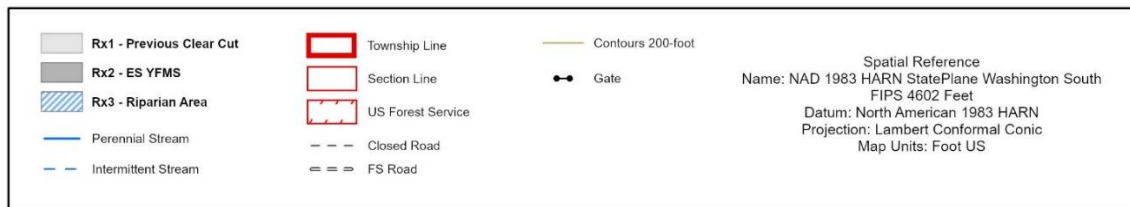
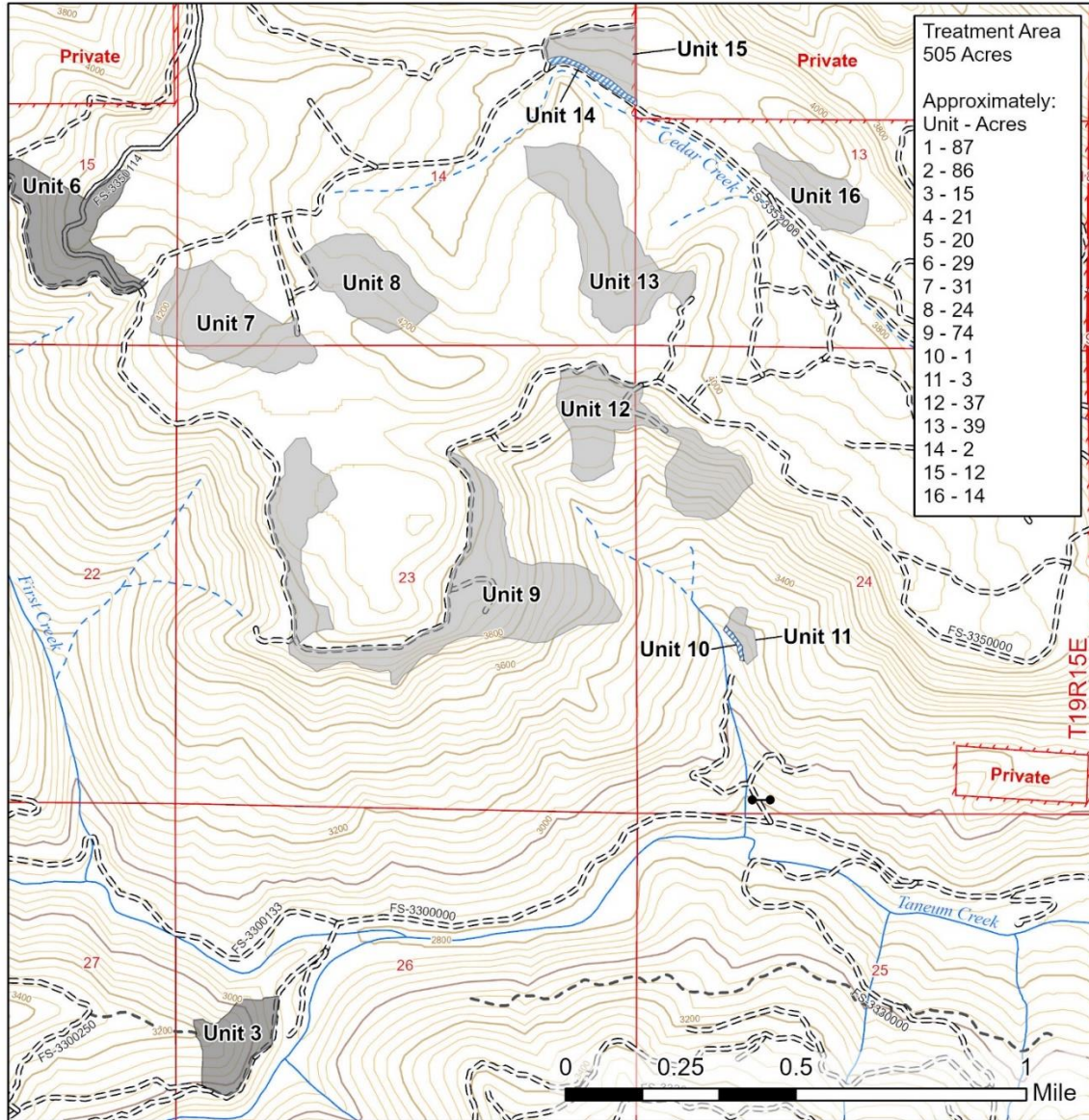
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# GOOD NEIGHBOR AUTHORITY HAZARDOUS FUELS REDUCTION UNIT MAP

**PROJECT NAME:** North Taneum  
**CONTRACT #:** 7010  
**TOWNSHIP(S):** T19R15E

**NATIONAL FOREST:** Okanogan - Wenatchee  
**COUNTY:** Kittitas  
**ELEVATION RANGE:** 3100 - 4300



Prepared by: arif490

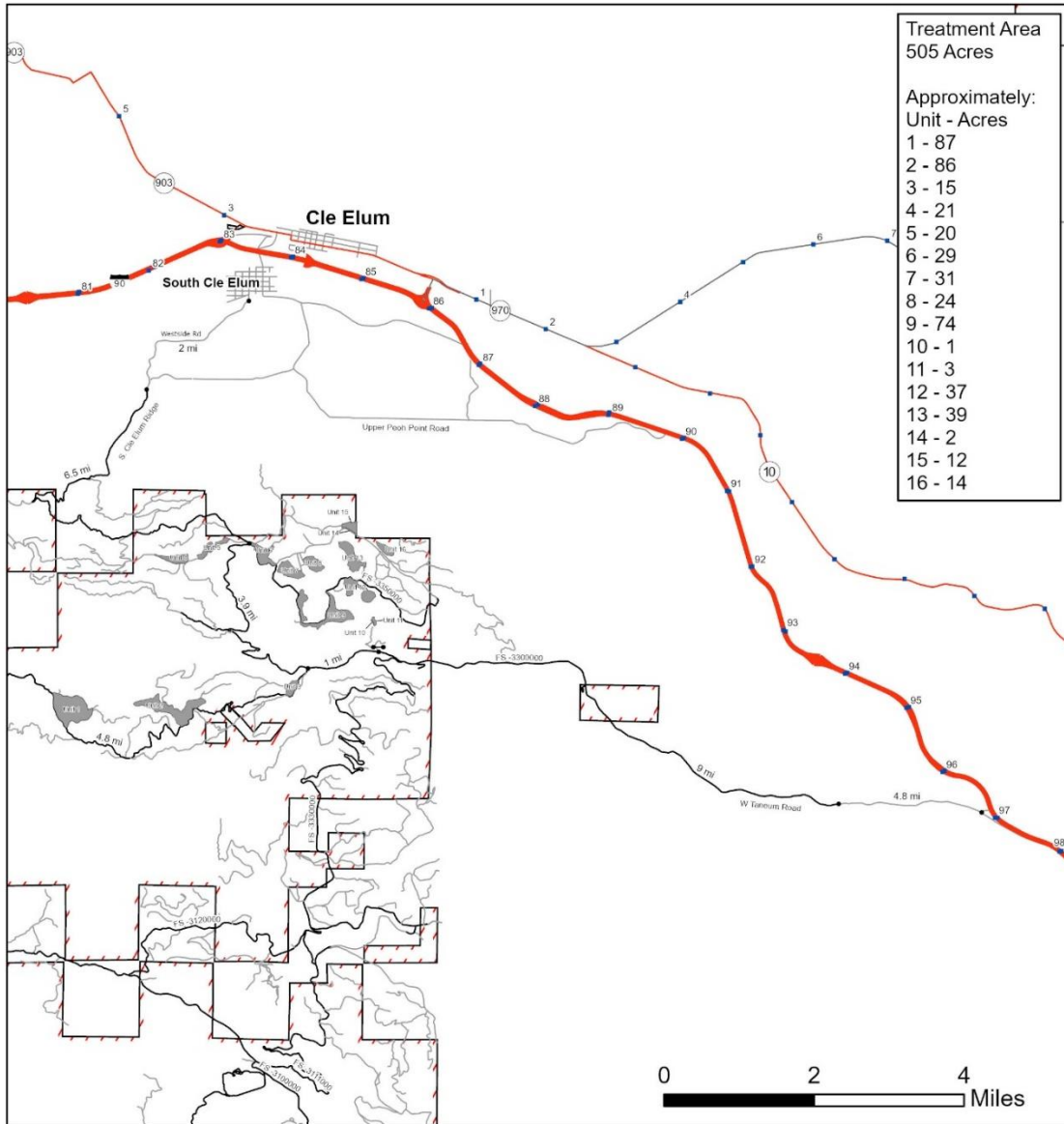
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# SECTION II-E: DRIVING MAP

## GOOD NEIGHBOR AUTHORITY HAZARDOUS FUELS REDUCTION UNIT MAP

**PROJECT NAME:** North Taneum  
**CONTRACT #:** 7010  
**TOWNSHIP(S):** T19R15E

**NATIONAL FOREST:** Okanogan - Wenatchee  
**COUNTY:** Kittitas  
**ELEVATION RANGE:** 3100 - 4300



Treatment Area
505 Acres
Approximately:
Unit - Acres
1 - 87
2 - 86
3 - 15
4 - 21
5 - 20
6 - 29
7 - 31
8 - 24
9 - 74
10 - 1
11 - 3
12 - 37
13 - 39
14 - 2
15 - 12
16 - 14

**Transportation**

- Driving Route
- Highway
- Other Roads
- Mile Marker
- ▨ US Forest Service
- ▨ North Taneum Unit
- ↔ Gate
- Turn Points

**Driving Directions:**

From Cle Elum: Navigate to Westside Rd and continue south for approx. 2 mi. Turn left onto FS-3350 and continue for 6.5 mi. to reach first set of units.

From Ellensburg: Take I-90 to exit 101. Take Thorp Highway S to turn right onto Thorp Cemetery Rd and continue 4.8 mi. Continue straight onto W Taneum Rd/FS-3300000 for 9 mi to first set of units.

Units are located off of FS-3300000, FS-3350000, FS-3352000.

Prepared by: arif490

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## SECTION II-F: 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 multiplying the Acres by the Bid Price Per Acre. All Item Totals must be summed and entered as the Total Bid Price. In the event of a difference between the sum of all Item Totals and the Total Bid Price, the individual Item Totals shall prevail. 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 to Bid.

### Enter Bid Prices Here

Item Number	Item Name	Acres	Bid Price Per Acre	Item Total
1	UNIT 1	87		
2	UNIT 2	86		
3	UNIT 3	15		
4	UNIT 4	21		
5	UNIT 5	20		
6	UNIT 6	29		
7	UNIT 7	31		
8	UNIT 8	24		
9	UNIT 9	74		
10	UNIT 10	1		
11	UNIT 11	3		
12	UNIT 12	37		
13	UNIT 13	39		
14	UNIT 14	2		
15	UNIT 15	12		
16	UNIT 16	14		
	<b>Total Acres:</b>	<b>505</b>	<b>Total Bid Price:</b>	

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

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PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID

---

SIGNATURE OF AUTHORIZED PERSON

---

DATE SIGNED

## SECTION III: CONTRACT SIGNATURES PAGE

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL  
RESOURCES

\_\_\_\_\_  
Signature  
Date

\_\_\_\_\_  
Signature  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
George Geissler  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
State Forester  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
1111 Washington St. SE, Olympia, WA 98504  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
360-902-1000  
Telephone