



WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

Forest Resources & Conservation Division

Request for Quotation

Contract Number 1280

Contract Digest: TREE PROTECTION FENCING
(Fence construction contract that protects seed orchard trees from animal damage.)

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NOTICE TO BIDDERS

You are invited to submit a quotation for this contract and are advised to examine the fencing unit prior to submission. Quotations should be made in the form of price per linear foot of constructed fence.

Quotations will be accepted until 5:00pm on Thursday, July 1, 2010. Quotations must be written on the Quotation Form provided in Section IV and may be submitted by fax or scanned and emailed. The subject line should contain "Fencing Contract #1280".

Address to: Karen Blair, Compliance Forester
Washington State Department of Natural Resources
Forest Resources & Conservation Division

FAX: 360/459-6872
Email: karen.blair@dnr.wa.gov

Questions pertaining to this Request for Quotation can be answered by contacting Karen Blair at 360/789-4256. Oral explanations, interpretation, or instructions given before the award will not be binding.

The Department reserves the right to amend this Request for Quotation/Contract by giving written notification to all known bidders at least seven (7) days prior to submission deadline.

DEFINITIONS

- A. 'Compliance Forester' means the Washington State Department staff identified and holding the Pre-Work Conference who performs the compliance inspections, approves field work, recommends payment to the Contract Manager, manages the schedule.
- B. 'Contract' means this Request for Quotation/Contract and attachments.
- C. 'Contract Manager' means the Department staff that 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.
- D. 'Contractor' means the bidder who was awarded this Contract.
- E. 'Department' means the Department of Natural Resources of the State of Washington, acting through an authorized employee.
- F. 'Designated Contract Representative(s): Those individuals designated by the contractor on the pre-work form as his or her alternate representatives to sign unit completion forms and payment invoices.'
- G. '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 or the public enemy, or fire or other casualty. Force Majeure may result in an equitable adjustment in the time period to complete the Contract.
- H. 'Division Manager' means the designated Department staff responsible for managing the affairs of the Department in a designated administrative area. The Division Manager may perform the duties of the Contract Manager.
- I. 'Unit' is the individual geographical area that the work is to be done on and is specifically identified in the Unit Description, and corresponding Unit Map.
- J. 'Work' means the services the Contractor is required to complete satisfactorily in this Contract.

SECTION I: INSTRUCTIONS TO BIDDERS

Quotation Preparation

1-01 Unit Inspection

Bidders are expected to examine this entire Request for Quotation/Contract and are urged to inspect the Unit prior to submission of their quotation. Bidder acknowledges through submission of its quotation that it has ascertained the nature and location of the Work and investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

- A. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- B. The availability of labor, water, electric power, and road;
- C. Uncertainties of weather, river stages, tides, or similar physical conditions at the Unit;
- 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 the bidder to take the actions described in this clause will not relieve the bidder from responsibility for properly estimating the cost of satisfactorily performing the Work.

1-02 Quotation Form Requirements

Quotations must be submitted on the Quotation Form (Section IV).

- A. Quotations should be inclusive of all costs related to the completion of this contract.
- B. Quotation form must be signed in ink. If the Quotation is made by a corporation, it shall be signed by the corporation's authorized designee. Incomplete or unsigned Quotations will be rejected. Signed facsimile and scanned email qualifies as signed in ink.

Quotation Submission

1-03 Offer to Contract

Your Quotation response to this Invitation to Quotation/Contract is an offer to contract with the Department of Natural Resources. All offers shall remain firm for a period of 90 calendar days after the bid opening. An Invitation to Quotation becomes a contract when officially awarded by the Department with the return of a countersigned SECTION V - Offer and Contract Award Form.

1-04 Quotation Delivery

The Quotation shall be addressed to and delivered to the Department's Representative by facsimile or email as specified in the Notice To Bidders.

1-05 Quotation Contents

The Quotation shall include the Quotation Form (Section IV) properly completed and signed.

1-06 Rejection of Quotations

To be considered, Quotations must conform to the above requirements, except that the Department may waive informalities and minor irregularities in Quotations received. The Department reserves the right to reject any or all Quotations received.

Award of Contract**1-07 Lowest Responsible Bidder**

Award of this Contract shall be to the lowest responsible bidder as determined by the Department. In determining the lowest responsible bidder, in addition to price, the following shall be considered: (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; and (e) the previous and existing compliance by the bidder with laws relating to the contract or services. The Department's determination that a bidder is not qualified shall result in rejection of the quotation submitted.

1-08 Award Letter

The Department will generally mail an award letter with instructions and a copy of the executed contract to the successful bidder within ten (10) business days.

1-09 Conditions on Award

Within ten (10) business days after the bidder receives their award letter, the Department must receive the Contract Award Form, signed in ink (signed facsimiles and scanned email qualify), and insurance certificate(s), to the Compliance Forester (Notice to Bidders). The Department may extend the time allowed for receipt of the above items. If the bidder fails to submit the above items within the time specified, the Department may consider the contract award rejected and may terminate award of the contract.

1-10 Contract Modification or Cancellation

The Division Manager reserves the right to modify or cancel this Contract in part or whole without cause. The Contractor shall be paid only for Work performed satisfactorily prior to cancellation of the Contract.

SECTION II: CONTRACT REQUIREMENTS

Legal Responsibilities

2-01 Compliance with all Laws

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

2-02 Licenses and Permits

The Contractor shall, without additional expense to the Department, obtain all required licenses and permits necessary for executing the Contract.

2-03 Indemnification and Hold Harmless

To the fullest extent permitted by law, Contractor shall indemnify, defend, and save harmless the State, agencies of the State, and all officers and employees of the State, from and against any and all claims for injuries or death, including claims by Contractor's employees, or for damages arising out of, resulting from, or incident to Contractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend and save harmless shall not be eliminated or reduced by any alleged concurrent negligence of the State or its agencies, employees, and officers. Contractor waives its immunity under Title 51 RCW to the extent required to indemnify, defend, and save harmless the State and its agencies, officers, or employees.

2-04 Insurance

Before commencing Work, the Contractor shall obtain and keep during the term of this Contract the following liability insurance policies, insuring Contractor against liability arising out of its operations, including use of vehicles. Failure to buy and maintain the required insurance may result in termination of the Contract. The limits of insurance, which may be increased by the Department as deemed necessary, shall not be less than as follows:

- A. **Commercial General Liability (CGL) 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.
- B. **Employer's liability ("Stop Gap") 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.
- C. **Business Auto Policy (BAP) 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."

Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor. Except as prohibited by law, Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

All insurance must be purchased on an occurrence basis and should be issued by companies admitted to do business within the State of Washington and have a rating of A- or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved in advance by the Risk Manager for the Department. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

The "State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees" shall be named as an additional insured on all general liability, excess, and umbrella insurance policies.

Before using any rights granted herein, Contractor shall furnish the Department with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference the Contract number 1280 and be received in the time required by Clause 1-09.

The Contractor shall provide the Department written notice before cancellation or non-renewal of any insurance referred to herein, as prescribed in statute (RCW Title 48).

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. Contractor waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Contract.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities in this Contract.

2-05 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 employees performing the Work and other persons who may be affected by the Work and prevent damage to property at the Unit or adjacent thereto. 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; shall erect and maintain all necessary safeguards for such safety and protection.

- B. In an emergency affecting the safety or life of its employees or adjoining property, Contractor is permitted to act to prevent such threatened loss or injury. Within 24 hours of any such emergency, Contractor shall notify the Compliance Forester. If directed by the Compliance Forester, within five (5) days of any emergency, an incident report shall be prepared by Contractor and submitted to the Department's Division Manager.

2-06 Venue

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

2-07 Dispute Resolution

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

- A. Any concerns or disputes which the 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 the Contractor's satisfaction, the Contractor will notify the Contract Manager in writing of his dispute with specificity. The Contract Manager will review and provide a written suggestion for resolution within ten (10) business days.
- C. If the Contractor is not satisfied with the Contract Manager's response, the Contractor will notify the Division Manager in writing of his dispute. The Division Manager will review and set a meeting with the Contractor within fifteen (15) business days, unless the Contractor agrees to a longer period. After the meeting, the Division Manager will provide a written response.

Subcontracting

- 2-08** The Contractor shall not enter into any Subcontract or assignment of this Contract.

Nondiscrimination

- 2-09** During the performance of this Contract, the Contractor shall comply with all federal and State nondiscrimination laws, regulations, and policies.
- 2-10** In the event of the 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 the Contractor may be declared ineligible for further contracts with the Department. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

Contract Work Procedure

2-11 Pre-Work Conference

The Contractor shall attend a Pre-Work Conference before beginning Work on the Contract for the purpose as outlined below. The Compliance Forester will notify the Contractor of the time and place of the Pre-Work Conference, which may be in person or by telephone as determined necessary by the Compliance Forester. The Contractor or Designated Contract Representative must be present at the Pre-Work Conference.

2-12 Purpose of the Pre-Work Conference

The purpose of the pre-work conference is to document the following on the pre-work conference form:

- A. All required documentation as outlined in sections I and II of the contract have been received from the Contractor, such as insurance forms prior to beginning work on the contract.
- B. Name(s) and contact information for the Contractor and Designated Contract Representative(s), including signing unit completion form and payment invoices in his or her absence.
- C. Names(s) and contact information for the Contract Manager and Compliance Forester(s).
- D. The work plan of operations including time frame in which Work will occur.
- E. Time interval(s) at which unit will be processed for payment.
- F. Clarification of any unique requirements or conditions of the work within the contract prior to commencing work.

2-13 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 correct the problem. The notification does not relieve Contractor of its obligation to complete the Work within the time required by this Contract.

2-14 Work Days

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

2-15 Breach of Contract

Nonperformance, unsatisfactory performance, or willful violation of Contract requirements by the Contractor shall constitute breach of contract and the Department may extend the contract and collect liquidated damages, terminate the contract, or declare breach of contract and make a claim for actual damages suffered by the Department. Any delay or failure of performance by the Department or Contractor, other than the payment of money, shall not constitute a breach if the cause was the result of Force Majeure.

Fire Responsibility

2-16 Washington State Forest Fire Protection Requirements

The Contractor and employees shall be familiar with the Washington State Forest Fire Protection Requirements and adhere to them and any site specific emergency action plan at all times.

2-17 Inspection

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

2-18 Spark Arresters

All spark emitting engines will be equipped with approved spark arresters.

2-19 Open Fires

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

Merchantable Products

2-20 Prohibition from Removal

Contractor is prohibited from removing merchantable or potentially merchantable products from the Unit. A separate agreement with the Department is required for removal of Christmas trees, boughs, brush pickings, decorative shrubs or trees, firewood, poles, posts and other merchantable or potentially merchantable material.

Garbage

2-21 Contractor shall dispose of garbage brought onto State lands in garbage disposal areas meeting all State, county, and local requirements. Garbage includes equipment maintenance, abandoned equipment, containers, and other expended materials.

Camping

2-22 Contractor is prohibited from using or authorizing its employees to use State lands, landings, or roads for camping.

Section II: Specifications for the Activity

2-23 Specifications Overview

This Section of the Contract controls contractual activities. Contractor will construct a tree protection fence, for the purpose of excluding deer and elk, around the seed orchard unit specified in Section III.

All Work shall be performed in accordance with the following detailed specifications for fence construction and to the standard of the Compliance Forester. Contractor will provide all labor and materials.

2-24 Workers and Supervision

The Contractor shall provide:

- A. All workers meeting the minimum crew size declared on the Quotation Form (Section IV) and as discussed at the Pre-Work Conference;
- B. Adequate crew supervision, including at least one qualified foreperson, fluency in English is a requirement, as well as fluency in any additional language(s) required to communicate with all crew members, unless otherwise allowed by the Compliance Forester. Documentation of a foreperson's experience shall be provided to the Department upon request.

2-25 Materials and Construction

The total height of this fence must be eight feet from the ground line on the outside of the fence:

- A. High tensile wire deer and elk fence
 - a. 47" high tensile field wire, 1047-6-14½, Class 3 (top and bottom 12½ gauge, filler 14½ gauge)
 - b. 2 panels - bottom of one panel is to be flush with ground line, the bottom of the second 47" above the groundline
 - c. Panels are to be secured together with hog rings spaced no more than 18" apart
 - d. when the ground surface is irregular, in addition to the fencing described above, holes under the fence wire will be filled with dirt, logs, or rocks
 - e. attach fence wire to 10' wooden posts with staples 12" apart; ½" staple width, 1½" long
- B. Corner posts - Wooden, pressure-treated, minimum top diameter of 4", 10 feet in length
 - a. set corner posts 24" into the ground; can be either driven or set into dug holes; must be vertical and firmly anchored

- b. corner posts will be braced in both directions with wooden bracing post set 8 feet from the corner post and connected with wooden "H" brace and crossed bracing wires; required for angles 135 degrees or less
 - c. corner posts to be anchored to a stump with tension wire, where possible
 - d. bracing and tension:
 - i. wooden - minimum top diameter of 3"
 - ii. wire - minimum 10 gauge smooth
- C. Line posts – Wooden, pressure-treated, minimum top diameter of 3", 10 feet in length
- a. set wooden line posts 24" into the ground; can be either driven or set into dug holes; must be vertical and firmly anchored
 - b. minimum of every 6th line post will be wooden (every 96 feet)
 - c. wooden stress panels constructed of 2 wooden line posts spaced 8 feet apart and connected with wooden "H" brace and crossed bracing wires installed minimum every 330 feet of fence line
 - d. where slope change between line posts necessitates, install wooden stress panels constructed of 2 wooden line posts spaced 8 feet apart and connected with wooden "H" brace and crossed bracing wires
 - e. bracing and tension:
 - i. wooden - minimum top diameter of 3"
 - ii. wire - minimum 10 gauge smooth
- D. Line posts - Studded T type, 10 feet in length
- a. set steel posts 24" in the ground; can be either driven or set into dug holes; must be vertical and firmly anchored
 - b. space line posts 16 feet apart, with the exception of changes in topography, where additional posts shall be placed to achieve the full 8 feet height and provide the most strength for the fence
 - c. use galvanized wire fasteners at 12" spacing attaching fence to metal posts; wire shall be placed on the side of the post facing away from the enclosure
- E. Gate – Hot-dip Galvanized Steel Deer Gate, 12 feet width x 8 feet height, 4" x 4" mesh panels, 6 gauge
- a. unit will have one gate
 - b. mount gate on gate post on the left side of the entry opening, gate to swing in and must swing free for a minimum of 90 degrees from the closed position, mounted 6" to 8" off the ground
- F. Gate Hinges – bolt through hinges, 3/4" – refer to Figure 1

- a. three hinges
- b. two hinges point up, the top hinge points down to prevent gate from lifting off hinges
- c. space hinges 3 feet apart, one each at one foot, four feet and seven feet from the top of the gate



- G. Gate Hinge Posts - Wooden, pressure-treated, minimum top diameter of 6", 12 feet in length
- a. set hinge posts 36" into the ground; must be set into dug holes; must be vertical and firmly anchored
 - b. dug hole to be filled with concrete, surrounding the post on all sides
 - c. hinge posts will be braced with bracing post set 8 feet from the hinge post and connected with wooden "H" brace and crossed bracing wires;
 - d. hinge posts to be anchored to a stump with tension wire, where possible
 - e. bracing and tension:
 - i. wooden - minimum top diameter of 3"
 - ii. wire - minimum 10 gauge smooth

SECTION II: COMPLIANCE INSPECTION AND PAYMENT

Compliance Inspection

2-26 Field Inspections

The Compliance Forester will conduct periodic field inspections. Compliance inspection work may be done concurrently with fencing work but will be completed no later than five (5) working days after Work completion on the Unit. Work will be inspected to determine compliance with all material and construction requirements specified in clause 2-25 and the Unit Description. Position of corners, height, distance between line posts, position and strength of braces and tension of fence are several of the items that will be assessed. Contractor will be required to address all items found to be unsatisfactory by the Compliance Forester.

Determination of Payment

2-27 Boundaries

The boundaries depicted on Unit Map (Section III) delineate the approximate location for the fence line, keeping fence line as straight as practical. The Unit has been stumped and windrows of stumps surround the perimeter of the Unit. Approximate corner locations are marked with four foot wooden stakes with pink flagging. The Contractor is responsible for understanding the location of all boundaries.

2-28 Satisfactory Work

Satisfactory work is work that is completed to the specifications in clause 2-25 and the Unit Description. Any variance to these specifications must be agreed to, in writing, by the Compliance Forester prior to performing the work.

2-29 Determination of Payment

Payment will be made at the quotation price per linear foot for the total linear footage actually satisfactorily constructed. The Compliance Forester will measure the final fence constructed using a 200' plastic tape. This measurement will follow the contours of the ground line on the outside of the fence.

2-30 Rework of Unsatisfactory Fence Construction

The Compliance Forester has discretion to require the Contractor to rework any portions of the fence which is not rated satisfactory (Clause 2-26 and 2-28). Reworked areas will be reexamined for contract compliance.

If the contractor refuses to rework the items requested DNR may terminate the contract and the contractor will be paid for only for the linear footage of satisfactorily completed work.

2-31 Payment Schedule

Details of payment schedule will be determined in the Pre-Work Conference (Clause 2-11) and will be set forth in the Work schedule. Payment shall be made as follows:

- A. **Unit Completion Form.** The Contractor or the Designated Contract Representative and the Compliance Forester shall sign a unit completion form at the conclusion of work and completion of the compliance inspection on the Unit.

- B. **Verification Traverse.** If the Unit's linear footage is disputed, the Contractor may request a verification traverse by the Department. The request must be in writing and signed by the Contractor. The Department will base the rate of pay on the linear footage determined from the verification traverse. If the net linear footage measured by the Compliance Forester (Clause 2-28) is correct within plus or minus five percent ($\pm 5\%$) after the verification traverse, the Contractor shall pay for the verification traverse at a rate of ten dollars (\$10.00) per one hundred (100) feet of traversed boundary.

SECTION III - UNIT DESCRIPTION

TREE PROTECTION FENCING — REQUEST FOR QUOTATION/CONTRACT NUMBER 1280

Unit Name **Sugarbowl Seed Orchard**

SPECIFICATIONS

Activity Period **July 15, 2010 – September 30, 2010**

Estimated Linear Footage **2280**

Boundaries **roughly 315' x 826', approximate corner locations marked with 4' wooden stakes with pink flagging**

See unit map on page **15**.

GENERAL INFORMATION - The following information is provided as a courtesy to bidders. This information is a general estimate and as such may not be accurate.

Elevation **2600** Slope **0 – 15%** Aspect **Southeast** Snow Period **Nov 1 – Apr 1**

Slash **essentially none, stumped**

Vegetation **sparse, < 1' tall, area was regenerated in 2005 (12x12 spacing) and ground herbicide treatment performed Sept 2008. Care to not damage plantation outside of stump windrows is paramount.**

Soils **fine textured, highly weathered volcanic ash; top soil texture loam; average soil depth > 60 inches**

Access **gravel roads, no gates**

SECTION III - UNIT MAP

TREE PROTECTION FENCING

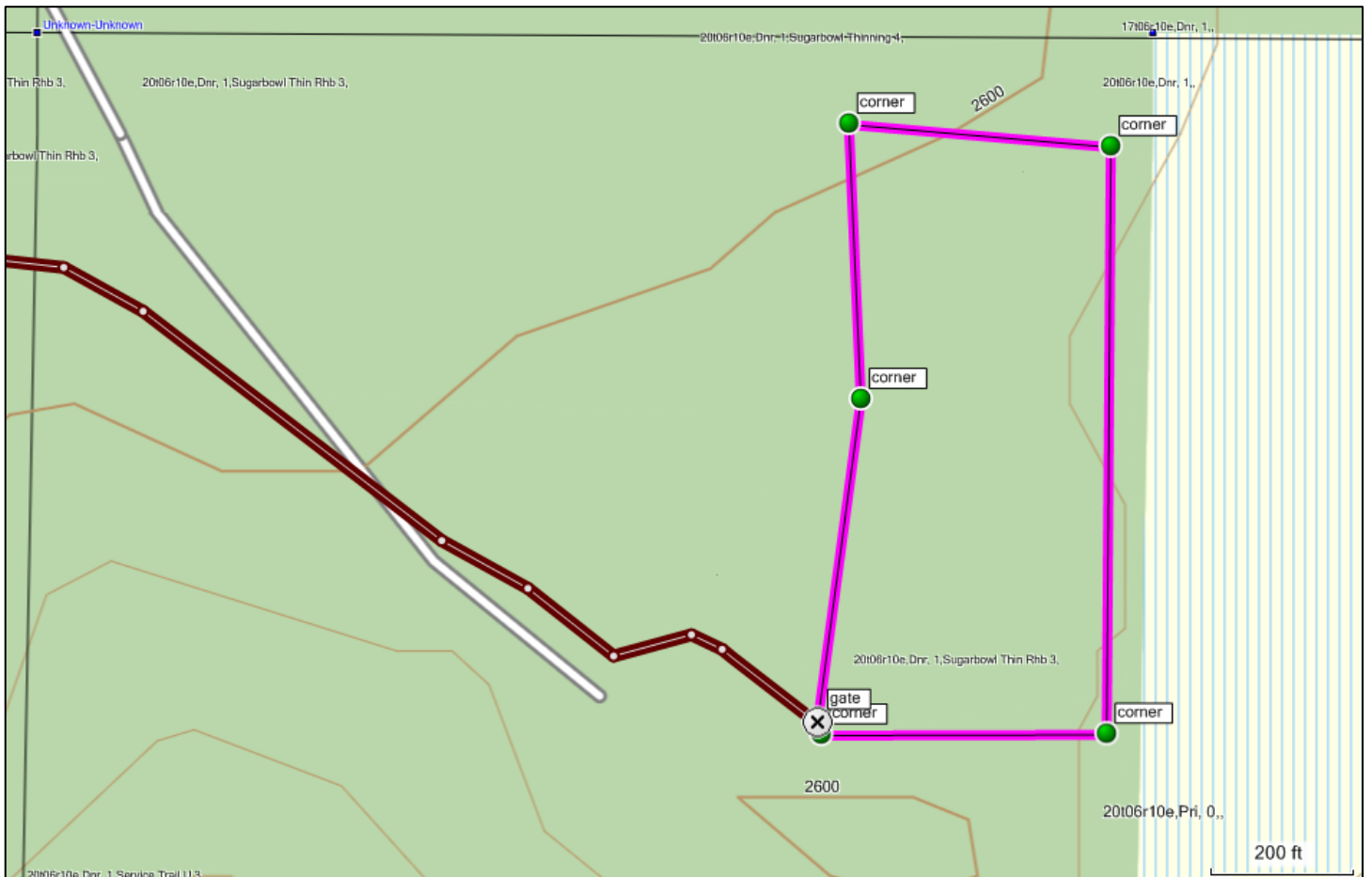
REQUEST FOR QUOTATION/CONTRACT NUMBER **1280**

Region **Southeast** District/Local **Klickitat**

County **Klickitat** Section **20** Township **6N** Range **10E**, W.M.

Unit Name **Sugarbowl Seed Orchard**

Approximate Scale 1" = 200'



SECTION III - VICINITY MAP AND DIRECTIONS

TREE PROTECTION FENCING

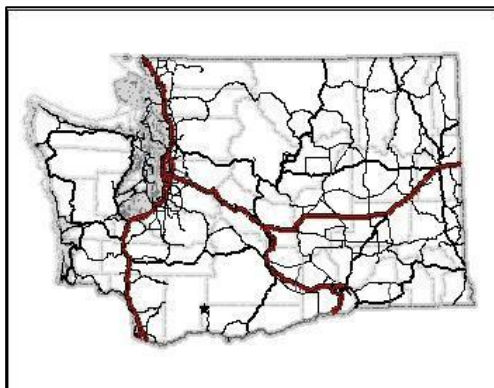
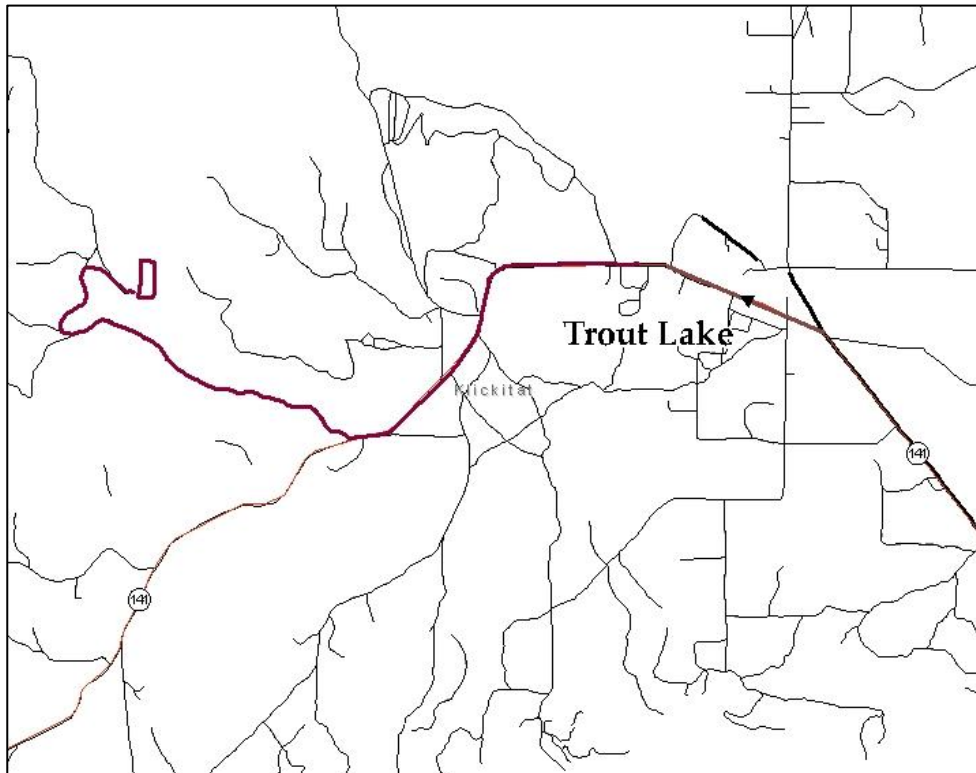
REQUEST FOR QUOTATION/CONTRACT NUMBER **1280**

Region **Southeast** District/Local **Klickitat**

County **Klickitat** Section **20** Township **6N** Range **10E**, W.M.

Unit Name **Sugarbowl Seed Orchard**

(no scale)



Directions from Trout Lake:

- Head west on SR-141 for 2.5 mi
- Turn right onto gravel road T6000 for 1.4 mi
- Take sharp right onto T6200 for 0.3 mi
- Take sharp right for 0.2 mi
- Turn left on dirt spur for 300' to southwest corner of unit

SECTION IV - QUOTATION FORM

TREE PROTECTION FENCING

REQUEST FOR QUOTATION/CONTRACT NUMBER **1280**

Award of contract shall be on a \$ per Linear Foot basis

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 Request for Quotation/Contract Number **1280**.

Unit Name **Sugarbowl Seed Orchard**

Approximate
Linear Footage

Construction Bid Price
(Per Linear Foot)

Number of Crew Members
Contractor will provide

2280'

\$ _____

Bidders Name and Address:

Signature: _____

Title: _____

Company: _____

Address: _____

City, State, Zip: _____

Note:

Detach and return this Section as per Clauses 1-02, 1-04 and 1-05.

SECTION V - OFFER AND CONTRACT AWARD FORM

OFFER (For Bidder Use Only)

On condition of a contract award within ninety (90 days) of bid opening and for the quotation price the undersigned hereby offers and agrees to furnish services in compliance with all terms, conditions, and specifications of Request for Quotation/Contract Number 1280. Submittal of this offer with authorized signature constitutes complete understanding of all terms and conditions. Further, submittal of this offer constitutes acceptance of and agreement to comply with all terms and condition of the Contract if awarded, and verifies that all services will be available throughout the period of the Contract.

(Company Name)

(Address)

(City) (State) (Zip)

(UBI No.)

(L & I Industrial Insurance Account No.)

(Federal I.D. No. or Social Security No.)

(Telephone)

By: _____
(Signature)

(Typed or Printed Name)

(Title)

(Date)

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

Contract Number 1280, is hereby awarded to _____

State of Washington,
Department of Natural Resources

By: _____
(Signature) (Date)

Jed Herman, Division Manager
Forest Resources and Conservation

NOTE: Detach and return this Section per Clause 1-09.