



-- SOLICITATION AMENDMENT 1 --

March 24, 2023

COMPETITION WEBS BID IFB 123-518 FISK PROPERTY FOREST HEALTH THINNING LOG SALE

PREVIOUS TERMS AND CONDITIONS IN EFFECT: All earlier terms, conditions, instructions, information, language, etc. not modified by this amendment remain in full force and effect.

NOTE: Bidders are invited to include this competition amendment with the Bidder's bid response, but it is not mandatory.

AMENDMENT DETAILS:

APPENDIX C: LOG SORT SEALED BID FORM

Page 1 of the bid form in Appendix C under the bid table: Delete "westside log scaling rules" and Replace with: "**eastside log scaling rules.**" A revised bid form is attached for your convenience.

QUESTIONS AND ANSWERS FROM INTERESTED BIDDER FIRMS:

Question 1. *Good morning was wondering if you are required to be in contractor bid pool with WA DNR to bid on this thank you.*

Response 1: Being in the pool of contractors for DNR is not a requirement to participate in this bidding project. However, as stated in the bid solicitation, all communication regarding the project will only be provided to those bidders who have registered with WEBS. If you are interested in bidding on the project, I would recommend registering with WEBS to ensure that you receive all relevant communication.

Attachment: Revised APPENDIX C: LOG SORT SEALED BID FORM

END END END END END

APPENDIX C
LOG SORT SEALED BID FORM

Sale Name: Fisk Property Forest Health Thinning Log Sale

_____ hereby submits the following bid for delivered logs.
(Print Company Name)

_____ Telephone Number _____
(Print Name Authorized Company Representative) (Contact for bid result notification)

_____ (Mailing Address) _____ (Email)

Agreement Number	Sort Number*	Species and Specifications	Minimum Bid Amount		<u>Delivered</u> Logs Bid Amount (fill in one option per sort <u>only</u>)	
TBD	1	Ponderosa Pine 4.5-6 inch (DIB)		\$47/TONS		\$_____/TON
TBD	2	Ponderosa Pine 6+ (DIB)	\$400/MBF		\$_____/MBF	
TBD	3	Conifer 2"+ DIB (Pulplogs)		\$30/TONS		\$_____/TON

All bid pricing by MBF is assumed for net scaled log volume based on **eastside log scaling rules**.

You may bid on one or more sorts. You must accept all products within each sort if awarded. Each sort is sold separately and no “all or nothing” bids will be accepted.

The successful bidder agrees to furnish payment security acceptable to the State in the amount as described in clause P-041 of the Purchaser’s contract prior to log delivery and at a date to be determined by the State.

APPENDIX C
LOG SORT SEALED BID FORM

Bidder's Warranty and Bid Signature

By signing and submitting this bid as offer to purchase forest products from the State, the Bidder hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Bidder further warrants to the State that they enter this bid based solely upon their own judgment of the value of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products being sold. Bidder also warrants to the State that they enter this bid without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representation by the State.

(Signature of Authorized Representative submitting this bid)

(Date of Signature)

(Print name and title of Authorized Representative submitting this bid)

NOTES: Final contract award is contingent upon the State's haul cost analysis. Actual haul route may vary and is subject to change at the State's discretion. All sales are subject to confirmation by the State Parks.



INVITATION FOR BIDS – IFB 123-518
FISK PROPERTY FOREST HEALTH THINNING
LOG SALE

BRIEF DESCRIPTION: Fisk Property Forest Health Thinning
Log Sale Agreements

FPA#: 3025422

COUNTY: Spokane

SALE LOCATION: Products to be sold are on approximately 272 acres on the Fisk Property located in Spokane County, Washington. See included maps for location.

BID CLOSING DATE: Tuesday, April 11, 2023, by 1:00PM, Pacific local time.

ELECTRONIC BID RESPONSES ONLY: Bid responses will only be accepted electronically via Email/Email Attachment to BidBox@parks.wa.gov. (PDF scan encouraged). See Section 3.1 – Submission of Responses for expanded details.

PROCUREMENT COORDINATOR: Manuel Iglesias

EMAIL INQUIRIES TO: contractsandprocurement@parks.wa.gov

Bidders are responsible for properly registering in the Washington's Electronic Business Solutions (WEBS) system, <https://fortress.wa.gov/ga/webs/> and downloading the solicitation document and all appendices and incorporated documents related to this solicitation. *Copies of this solicitation may be made available to bidders by other means and may be used at the bidders discretion.* Notification of any IFB addenda, amendments or Bidders' questions-&-answers will only be provided to those bidders who have registered with WEBS and have downloaded the solicitation from WEBS. Failure to do so may result in a Bidder having incomplete, inaccurate, or otherwise inadequate information.

It is each Bidder' responsibility to fully read and understand all provisions of this IFB. If a Bidder does not fully understand any portion of this IFB, the Bidder should contact the Procurement Coordinator.

It is the responsibility of each Bidder to carefully read, understand, and follow all of the instructions contained in this IFB and all amendments hereto.

TABLE OF CONTENTS

1	SUMMARY OF OPPORTUNITY.....	4
1.1	Acquisition Authority.....	4
1.2	Project Description.....	4
1.3	Sale Area Description and Products Sold.....	4
1.4	Estimated Log Volumes and appraised value.....	5
1.5	Timber Excise Tax.....	5
1.6	Confirmation.....	5
1.7	Special Notice.....	6
1.8	Payment Security.....	6
2	RESPONSES - REQUIRED CONTENT:	6
2.1	Checklist of Mandatory items.....	6
2.2	Bidder Profile – Appendix A (Mandatory).....	6
2.3	Certifications – Appendix B (Mandatory).....	6
2.4	Log Sort Sealed Bid Form – Appendix C (Mandatory).....	6
2.5	Log Sort Sealed Bid Supplemental Information Form – Appendix D (Mandatory).....	6
3	RESPONSES - PREPARATION AND SUBMISSION REQUIREMENTS.....	7
3.1	Submission of Responses.....	7
4	EVALUATION AND AWARD.....	7
4.1	Determination of Responsiveness.....	7
4.2	General Evaluation Provisions.....	7
4.3	Selection of Apparent Successful Bidder.....	7
4.4	Announcement of Apparent Successful Bidder.....	8
5	DEBRIEF AND PROTESTS.....	8
5.1	Debriefing of Unsuccessful Bidders.....	8
5.2	Procurement Records Disclosure.....	8
5.3	Protests.....	8
5.4	Grounds for Protest.....	8
5.5	Protest Form and Content.....	9
5.6	Submitting a Protest.....	9
6	ADDITIONAL GENERAL PROVISIONS FOR ALL BIDDERS.....	10
6.1	Announcement and Special Information.....	10
6.2	Contracting with Current or Former State Employees.....	10
6.3	Amendments to The IFB.....	10
6.4	Responsiveness of Bidder's Response.....	10
6.5	Clarity and Clarifications.....	10
6.6	Cost of Response Preparation.....	10
6.7	Ownership of responses.....	11
6.8	Final Selection & No Obligation.....	11
6.9	Incorporation of Response in Contract.....	11
6.10	Agreement to STATE PARKS Contract Terms and Conditions.....	11
6.11	Statewide Vendor Payment Registration.....	11

6.12	Minority Women Owned and Veteran Owned Business Enterprises	11
6.13	Public Disclosure & Proprietary Information	12
6.14	Civil Rights Compliance	12
7	APPENDICES and EXHIBITS	13
	Appendix A, Bidder Profile (Mandatory - sign and return).....	13
	Appendix B, Certifications (Mandatory - sign and return).....	13
	Appendix C, Log Sort Sealed Bid Form (Mandatory – complete and return).....	13
	Appendix D, Log Sort Sealed Bid Supplemental Information Form (Mandatory – complete and return)	13
	Exhibit A, Draft/Sample Log Sale Agreement for Apparent Successful Bidder	13
	Exhibit B, Maps	13
	Bidder’s Warranty and Bid Signature.....	2

1 SUMMARY OF OPPORTUNITY

1.1 ACQUISITION AUTHORITY

RCW 79A.05.225 authorizes the Washington State Parks and Recreation Commission (WSPRC) to manage timber and land under its jurisdiction to maintain and enhance aesthetic and recreational values.

Under the authority of RCW 79A.05.225 State Parks may directly negotiate and enter into agreements. While competition is not required it is also not prohibited and WSPRC is choosing to perform a competition to help determine which service provider (a.k.a. Contractor) is in the best interest of WSPRC, the purpose of this Invitation For Bids (IFB) is to conduct the sale of timber for the health and revitalization of the forest at Fisk Property located in Spokane County, Washington.

1.2 PROJECT DESCRIPTION

The goals of this operation are to:

- A. Thin the stand from below to reduce the basal area by approximately 30-50% and concentrate the site growth potential on fewer healthy dominate/co-dominate trees.
- B. Reduce the wildfire fuel ladder and fuel load and favor more fire tolerant conifer species.
- C. Reduce diseased/infected trees and the risk of future insect and disease infestations.
- D. Minimize soil disturbance and the introduction of weedy species across the harvest area.

1.3 SALE AREA DESCRIPTION AND PRODUCTS SOLD

The sale area is approximately 272 acres at Fisk Property State Park. The site is located on N South Bank Road in west Spokane County along the Spokane River.

From HWY 291 & W Charles Road, continue west on W Charles Road for 5.0 miles. Turn right (north) onto N South Bank Road and continue for 8.0 miles to the property. Unit boundaries are marked with pink flagging.

- Legal: Section 14 & 23, T27N R40E
- Sale Type: Contract Harvest
- Elevation: 1,720' – 1,980'
- Terrain: Mostly flat with some short and steep slopes
- Slopes: Steepest slope within the sale is approximately 20%.
- Size: 272 acres
- Logging System: 100% ground-based harvest
- Volume: Approximately 429 MBF sawlogs , 1,134 tons of Chip & Saw 4.5"-6" dib, and 1000+ tons conifer 2"+ dib (pulplogs) 100% ponderosa pine.
- Access: Sale area can be accessed via South Bank Road from the east. Do not attempt to access property from South Bank Road from the west.
- Water: No water bodies within treatment boundary.

- **Forest Health:** The harvest unit consists of overstocked, suppressed, and poor vigor ponderosa pine with intermixed old growth. The harvest unit contains 258 trees per acre on average and basal area of 159ft² per acre. Dwarf mistletoe, western pine beetle, and pine engraver beetle infected trees can be observed throughout the unit.
- **Archeology:** There are several significant archeological sites within the park. These sites have been excluded from the sale area.
- **Aesthetics:** Because sale is located within state park, aesthetics should be considered in daily operations. Separate contract for cleanup following harvest operations is anticipated.
- **Public Concern:** This park sees year-round use. Spring, fall, and winter generally see minimal use, mostly rock climbing, and fishing. Summertime sees heavy daily use.
- **Slash Abatement:** Slash brought to landings must be consolidated into piles at the direction of the contract administrator. Post-harvest slash abatement activities may be a quotable item to be determined during logging operations.

Prospective bidders are strongly advised to visit the sale area prior to bidding. Meetings/tours for potential contractors may be arranged by contacting Zach St Amand, Forest Health Forester at 509-863-6713 or zach.stamand@parks.wa.gov.

1.4 ESTIMATED LOG VOLUMES AND APPRAISED VALUE

Fisk Property Health Thinning Log Sorts and Volumes

Agreement #	Sort #	Species and Sort Specifications*	Estimated Volume		Tons Per MBF	Minimum Bid	Total Appraised Value
			Mbf	Tons			
TBD	1	Ponderosa Pine 4.5-6 inch (DIB)		1,134**	9.0	\$47	\$53,298
TBD	2	Ponderosa Pine 6+ (DIB)	429			\$400	\$171,600
TBD	3	Conifer 2"+ DIB (Pulplogs)		1,000 **	9.0	\$30	\$30,000

*Products are reported by size specifications and are not to be construed as log grades.

****Stems under 7-inch DBH were not cruised and the reported volume is estimated.**

MBF = thousand board-feet Scribner volume, DIB = small end diameter inside bark.

1.5 TIMBER EXCISE TAX

Purchaser must pay the forest excise taxes associated with the log sorts delivered to them. Harvest cost and haul cost will be furnished to purchaser after harvester contract is awarded.

1.6 CONFIRMATION

Each sort is subject to confirmation following auction. Sorts will not be confirmed until at least 10 days after auction. Final contract award is contingent upon Seller's haul cost analysis. Actual haul route may vary and is subject to change at Seller's discretion.

1.7 SPECIAL NOTICE

The successful Purchaser(s) will be required to purchase logs from the sale area upon delivery to their location specified in the bid submitted. Logs will be delivered to the Purchaser's delivery location by Seller's contract harvester. Purchaser is responsible for weighing and scaling costs. All tonnage loads will be weighed and all mbf loads will be scaled at State approved locations. Seller reserves the right to determine where logs are authorized to be scaled and weighed.

Anticipated log delivery date of **April 2023 to October 15, 2023**.

1.8 PAYMENT SECURITY

To be determined by the State as described in Clause P-045.2 of the Purchaser's Contract.

2 RESPONSES - REQUIRED CONTENT:

2.1 CHECKLIST OF MANDATORY ITEMS

The following list identifies the content that must be included in each responsible submission.

- **Appendix A, Bidder Profile**
- **Appendix B, Certifications**
- **Appendix C, Log Sort Sealed Bid Form**
- **Appendix D, Log Sort Sealed Bid Supplemental Information Form**

Any response that does not contain all of the above items will be rejected as non-responsive. Each item is discussed in more depth in the following sections.

2.2 BIDDER PROFILE – APPENDIX A (MANDATORY)

Bidder Profile provides general information concerning the Bidder and/or its corporate entity. The Bidder must complete all sections and sign where indicated. Signing the Profile indicates the Bidder accepts the terms and conditions of this IFB. Failure to address all of the elements identified in the Profile may result in disqualification. It is important to fully read the Bidder Profile as there are additional pages that the Bidder may have to attach depending on the Bidder's response.

Appendix A - The Bidder Profile is evaluated on a pass/fail basis.

2.3 CERTIFICATIONS – APPENDIX B (MANDATORY)

The Certifications must be executed as written in Appendix B. Failure to execute the Appendix in its official form will result in the Bidder's Proposal being disqualified.

Appendix B – Certifications is evaluated on a pass/fail basis.

2.4 LOG SORT SEALED BID FORM – APPENDIX C (MANDATORY)

Appendix C – Log Sort Sealed Bid Form is evaluated and scored according to the criteria laid out in Section 4.3 Selection of Apparent Successful Bidder.

2.5 LOG SORT SEALED BID SUPPLEMENTAL INFORMATION FORM – APPENDIX D (MANDATORY)

Appendix D – The Log Sort Sealed Bid Supplemental Information Form will be scored according to the criteria laid out in Section 4.3 Selection of Apparent Successful Bidder.

3 RESPONSES - PREPARATION AND SUBMISSION REQUIREMENTS

3.1 SUBMISSION OF RESPONSES

Washington State recently enacted law allowing for electronic alternatives to pen-to-paper wet-ink signature on hardcopy documents, meaning if WSPRC agrees to alternatives other than wet-ink signature (pen-to-paper) on hardcopy documents, these alternatives may be accepted by WSPRC and are legally binding. See RCW 1.80.

For purposes of this competition document WSPRC is accepting a PDF scan (or similar representation) of the Bidder's wet-ink signature when and where a signature is required.

For clarity: Print out the competition document, review it, include any other required document(s), complete where necessary, sign where you need to sign with a pen onto the paper, and when you believe your bid response is ready to be submitted to WSPRC, **scan it as a PDF** file, review that file to make sure it has everything, and then attach the file to your business email and send it to WSPRC.

It is WSPRC's expectation that the Bidder's bid response email will contain an attachment with all of the required documents scanned as a PDF, including any required signatures.

Bidders are required to submit the bid response electronically by email/email attachment to the address below.

Send you bid response to: BidBox@parks.wa.gov.

- Subject line should include the bid's identification number, "Bid" and Company name.

Example email subject line: 123-518 Bid ACME

Example email subject line: 123-518 Bid John Smith Construction LLC
--

Example email subject line: 123-518 Bid Sunshine Consulting Agency

4 EVALUATION AND AWARD

4.1 DETERMINATION OF RESPONSIVENESS

All Responses received by the stated deadline will first be reviewed by the Procurement Coordinator to ensure that the Responses contain all of the information required in this IFB. Only responsive Responses that meet the requirements will be forwarded for further review. Any Response that does not contain all of the required information or any Bidder who does not meet the mandatory qualifications will be rejected as non-responsive and will be removed from further evaluation. However, the Procurement Coordinator has the right to waive, and/or seek correction of minor informalities that do not alter the content of the Response.

4.2 GENERAL EVALUATION PROVISIONS

The evaluation process is designed to award a contract to the Bidder with the best price for each sort that can accept products within the designated timeframe.

4.3 SELECTION OF APPARENT SUCCESSFUL BIDDER

Note: The Bidder meeting all responsive criteria and having the highest price for each sort will be selected as the Apparent Successful Bidder (ASB).

State Parks will notify the Apparent Successful Bidder, and the non-successful Bidders, via email, using the email address provided by the bidder in the bid.

4.4 ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER

Following the announcement of the ASB, Bidders may request a Debrief conference. The Bidder will have a short period of time to request the Debrief conference. NOTE: a Debrief conference is a mandatory prerequisite for any Bidder desiring to protest the award.

5 DEBRIEF AND PROTESTS

5.1 DEBRIEFING OF UNSUCCESSFUL BIDDERS

Bidders who submitted a Response will be given the opportunity for a debriefing conference. The Procurement Coordinator must receive the request for a debriefing conference within three (3) business days after the Announcement of Apparent Successful Bidder has been sent. The debriefing shall be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Bidder's Response including the factors considered in the evaluation of that Response and the Bidder's performance with regard to the solicitation requirements. Comparisons between Responses or evaluations of the other Responses will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of thirty (30) minutes.

5.2 PROCUREMENT RECORDS DISCLOSURE

After the Announcement of Apparent Successful Bidder, a Bidder may request copies of the solicitation and evaluation documents or may inspect the solicitation and evaluation documents in order to make a decision about the efficacy of making a protest. Such request must be in writing and sent to the Procurement Coordinator. State Parks will respond within five (5) business days of receipt of the request.

The requested documents will either be sent to or made available to the requesting Bidder, except for any portions of the documents that have been identified as Proprietary Information. State Parks will follow the process set forth in Section 6.13 Public Disclosure & Proprietary Information, before disclosing any portions of Responses that have been identified as Proprietary Information.

If more time is needed, State Parks will inform the requestor of the date the requested documents will be available.

5.3 PROTESTS

Bidders protesting this procurement shall follow the procedures described in below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to the Bidder under this procurement. State Parks will not accept any protest before the announcement of the Apparent Successful Bidder.

The protest procedure is only available to Bidders who submitted a response to this IFB and who have participated in a debriefing conference. State Parks must receive a protest within five (5) business days of the debriefing.

5.4 GROUNDS FOR PROTEST

A protest may be made based only on the following grounds:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the scores; or
- Non-compliance with the procedures established in this Procurement document.

Protests not based on these grounds will not be considered. Protests will be rejected, by the Procurement Coordinator, as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of a Response, or 2) State Parks' assessment of its own needs or requirements.

5.5 PROTEST FORM AND CONTENT

A Protest must state all of the facts and arguments upon which the Protest is based, and the grounds for the Protest. It must be in writing and signed by a person authorized to bind the Bidder to a contractual relationship. At a minimum, the Protest must include:

- The name of the protesting Bidder, mailing address and phone number, and the name of the individual responsible for submission of the Protest;
- The IFB number and title
- A detailed and complete statement of the specific State Parks actions under Protest;
- The grounds for the Protest;
- Description of the relief or corrective action requested.
- Bidder may attach supporting documentation to their Protest as they deem necessary and proper.

5.6 SUBMITTING A PROTEST

Protests must be in writing, must be signed by the Bidder and must be received by the State Parks Procurement Coordinator at the address below within five (5) Business Days after the debriefing conference. All protests shall be emailed to Manuel Iglesias, Procurement Coordinator as follows:

Email: contractsandprocurement@parks.wa.gov

The subject Line: IFB #123-518: Protest by [Your firm's name].

Upon State Parks' receipt of a protest, a review and investigation will be conducted by a neutral party that had no involvement in the evaluation and award process. The reviewer will conduct an objective review of the Protest, based on the contents of the written Protest and the IFB and any amendments, the Responses, all documents showing evaluation and scoring of the Responses record and any other pertinent information and issue a decision within ten (10) business days of receipt of the protest, unless additional time is needed. If additional time is needed, the protesting Bidder will be notified of the delay.

State Parks will make a final determination on the protest; in accordance with such findings, State Parks will:

Find the protest lacking in merit and uphold State Parks' action.

Find only technical or harmless errors in State Parks' acquisition process and determine State Parks to be in substantial compliance and reject the protest.

Find merit in the protest and provide State Parks options which may include:

- that State Parks correct the errors and re-evaluate all Responses;
- that State Parks reissue the IFB document and begin a new process;
- other courses of action as appropriate

If the reviewer determines that the protest is without merit, State Parks may enter into a contract with the Apparent Successful Bidder. If the protest is determined to have merit, State Parks will take the appropriate alternative as noted in the preceding paragraph.

6 ADDITIONAL GENERAL PROVISIONS FOR ALL BIDDERS

6.1 ANNOUNCEMENT AND SPECIAL INFORMATION

By responding to this IFB, a Bidder acknowledges they have read and understand the entire IFB and accepts all information contained within the IFB without modification.

6.2 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington (RCW). Those restrictions also apply to any Bidder submitting a Response under this IFB who has hired a former state employee. Bidders should familiarize themselves with the requirements prior to submitting a Response that includes current or former state employees.

6.3 AMENDMENTS TO THE IFB

State Parks reserves the right to revise this IFB. All changes will be made by written amendment. All official amendments will be posted in WEBS and will automatically become incorporated as part of this IFB. If there are any conflict between amendments, or between an amendment and the IFB, whichever document was issued last in time will be controlling.

Amendments will be made in consideration to the overall timeline; State Parks will determine whether extensions to the timeline are necessary.

6.4 RESPONSIVENESS OF BIDDER'S RESPONSE

Each Bidder is specifically notified that failure to comply with any part of the solicitation may result in rejection of their Response as non-responsive. Rejected, non-responsive Responses will not be scored. State Parks will not be liable for any errors or omissions in Bidder's Response. Bidders will not be allowed to alter their Response after the Response Submission Deadline.

It is the responsibility of each Bidder to carefully read, understand, and follow all the instructions contained in this IFB, and in any future amendments. If a Bidder does not fully understand any Response requirement, said Bidder should submit an inquiry to the Procurement Coordinator. Bidders are hereby notified that failure to comply with any solicitation requirement may result in the Response being rejected as non-responsive. State Parks reserves the right to waive any administrative, minor irregularity in a Response, but it is not required to do so.

6.5 CLARITY AND CLARIFICATIONS

State Parks will make the sole determination of clarity and completeness of the Responses. No Response may be altered or amended after the submission deadline; however, State Parks reserves the right to contact a Bidder for clarification of responsive contents if necessary. NOTE: This clarification process is only used to clarify information that was contained within the Response; it is not a means of providing or incorporating new information that was otherwise not initially included. Evaluators have no obligation to seek or request a clarification; they may evaluate the response as provided.

6.6 COST OF RESPONSE PREPARATION

State Parks will not reimburse Bidders for any costs associated with preparing or presenting a Response to this solicitation.

State Parks will not be liable for any costs incurred by the Bidder in preparation or presentation of a responsive Response to this IFB.

State Parks will not pay for any costs accrued prior to a mutually executed contract resulting from this IFB.

6.7 OWNERSHIP OF RESPONSES

All Responses and materials submitted in response to this IFB become the property of State Parks. State Parks has the right to use information or adaptations of information that is presented in a response, unless the information is marked "Proprietary" and is not: (1) already known to State Parks prior to receipt of the information in the Response or materials submitted in response to this IFB, (2) subsequently disclosed to State Parks by a third party who has the lawful right to make such disclosure, or (3) lawfully publicly available. Selection or rejection of the offer will not affect this right.

6.8 FINAL SELECTION & NO OBLIGATION

State Parks reserves the right, at its sole discretion, to reject all responses without penalty and not to issue a contract as a result of this solicitation. State Parks further reserves the right to cancel or reissue this IFB prior to execution of a contract, if it is in the best interest of State Parks to do so, as determined by State Parks in its sole discretion.

6.9 INCORPORATION OF RESPONSE IN CONTRACT

The Bidder's response, including all promises, warranties, commitments, and representations made in the successful Response, are binding, and shall be incorporated by reference into State Parks' contract with the Bidder.

6.10 AGREEMENT TO STATE PARKS CONTRACT TERMS AND CONDITIONS

Attached as Exhibit A is a draft document that includes State Parks' contract terms and conditions. These terms and conditions will be incorporated into the final contract between State Parks and the Apparent Successful Bidder. Each Bidder's submission of its Response confirms that Bidder's consent to these terms and conditions.

6.11 STATEWIDE VENDOR PAYMENT REGISTRATION

Bidders are urged to be registered in the Statewide Vendor Payment system, prior to submitting a request for payment under this Contract. The Washington State Office of Financial Management (OFM) maintains a central Bidder registration file for Washington State agencies to process Bidder payments.

To obtain registration materials go to the Statewide/Vendor Payee Services (SWPS) website at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. The registration form has two parts. Part 1 is the information required to meet the above registration condition. Part 2 allows State Parks (and other state agencies) to pay invoices electronically with direct deposit. This is the most efficient method of payment and vendors are encouraged to sign up.

6.12 MINORITY WOMEN OWNED AND VETERAN OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, and RCW 43.60A.200 and 39.22.240, the State of Washington encourages participation by veteran owned business enterprises and Minority & Women Owned Business Enterprises (MWBE), either self-identified or certified by, respectively, the Department of Veterans Affairs or the Office of Minority & Women's Business Enterprises (OMWBE). While the State does not give preferential treatment, it does seek equitable representation from the veteran owned business and minority and women's business communities.

Participation by veteran owned and MWBE Bidders may be either on a direct basis in response to this IFB or as a Sub-bidder to a prime Bidder. However, no preference will be given in the evaluation of Responses, no minimum level of MWBE or veteran-owned

business participation shall be required, and Responses will not be evaluated, rejected, or considered non-responsive on that basis.

Bidders may contact the Office of Minority & Women's Business Enterprises (OMWBE) at <https://omwbe.wa.gov/about-omwbe/contact-us-directions> and/or the Department of Veterans Affairs at <http://www.dva.wa.gov/program/certified-veteran-and-servicemember-owned-businesses> to obtain information on certified firms for potential sub-contracting arrangements or for information on how to become certified.

6.13 PUBLIC DISCLOSURE & PROPRIETARY INFORMATION

State Parks is subject to the Public Records Act, chapter 42.56 RCW. Bid submissions and evaluations may not be disclosed while the IFB is pending (RCW 39.26.030); however, all of the submissions and evaluations may be disclosed after the announcement of the Apparent Successful Bidder. Portions of a Bidder's Response may be protected from disclosure through the process set forth below.

If a Bidder wants to protect any Proprietary Information that is included in its response, the information must be clearly identified by Bidder as Proprietary Information. Each page containing information that is claimed to be exempt from disclosure must be clearly identified by the word "Proprietary" printed on the lower right-hand corner of the page.

Any attempts to overly restrict disclosure through use of footers on every page and/or other like statements restricting disclosure will not be honored and may subject Bidder to disqualification.

State Parks will maintain the confidentiality of all information marked Proprietary to the extent consistent with the Public Records Act. If a public disclosure request is made to view Bidder's Proprietary Information, State Parks will notify the Bidder of the request and of the date that the Proprietary Information will be released to the requester unless the Bidder obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Bidder fails to obtain the court order enjoining disclosure, State Parks will release the Proprietary Information, on the date specified.

State Parks sole responsibility shall be limited to maintaining the Bidder's true and actual Proprietary Information in a secure area and to notify Bidder of any request(s) for disclosure for so long as State Parks retains Bidder's information in State Parks records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Bidder of any claim that such materials are exempt from disclosure.

Bidder may seek the information from all other Responses once the Apparent Successful Bidder is announced.

6.14 CIVIL RIGHTS COMPLIANCE

The Director of the Washington State Parks and Recreation Commission, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Bidders will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award. State Parks will also affirmatively ensure that any contract entered into pursuant to this solicitation will require full incorporation of these rights in relation to all employees, personnel, and agents of the Bidder.

7 APPENDICES and EXHIBITS

All Appendices noted below must be included as part of the Bidder's Response

Appendix A, Bidder Profile (Mandatory - sign and return)

Appendix B, Certifications (Mandatory - sign and return)

Appendix C, Log Sort Sealed Bid Form (Mandatory – complete and return)

Appendix D, Log Sort Sealed Bid Supplemental Information Form (Mandatory – complete and return)

The following Exhibits are solely for Bidder's information and do not need to be returned.

Exhibit A, Draft/Sample Log Sale Agreement for Apparent Successful Bidder

Exhibit B, Maps

APPENDIX A BIDDER PROFILE

Bidder must provide all requested information in the space provided next to each numbered section below.

Many of the questions require information if you answer “yes”. Please provide your response in the space provided unless otherwise directed to submit on a separate page (note: the spaces provided can expand to allow for more text to be typed in if necessary). If you are directed to provide answers on a separate page, please identify the question and corresponding number that you are responding to, and attach that document to this Appendix A.

COMPANY INFORMATION:

(a)	Firm Legal Name*	
	Street Address	
	Mailing Address	
	City, State, ZIP	

***Legal Name:** Many companies use a “Doing Business As” name or a nickname in their daily business. However the State requires the legal name of your company as it is legally registered in the State of Washington or the state in which your company was registered. This should include the type of entity – Inc., LLC, LP, etc.

(b)	DBA (if any)		
	Telephone Number(s)		
	Area Code:	Number:	Extension:
	Area Code:	Number:	Extension:

(c)	A list identifying which parties of the organization have the authority to sign contracts/ amendments on behalf of the Bidder’s entity.

(d)	Names, addresses, e-mail addresses and telephone numbers of the sole proprietor, partners, or principle officers as appropriate to the organization		
	Name & Title:		
	Address:		
	Email Address:		
	Telephone Number		
	Area Code:	Number:	Extension:

(e)	Primary Contact Person for Questions/Contract Negotiations, including address if different than above		
	Name & Title:		
	Address:		
	Email Address:		
	Telephone Number for Contact Person		
	Area Code:	Number:	Extension:

APPENDIX A BIDDER PROFILE

(f)	WA State UBI	
-----	--------------	--

(g)	Statewide Vendor Number (SWV)	
-----	-------------------------------	--

Bidder is urged to be registered with the Washington State Office of Financial Management as a statewide vendor. **If no current SWV number**, affirm that your organization will obtain a SWV number within ten (10) days of executing contract. ☐ YES ☐ NO

(h)	Federal Tax Identification Number	
-----	-----------------------------------	--

AUTHORIZED SIGNATURES:

By signing below you hereby certify that you are an authorized representative of your firm/company and empowered to negotiate, enter into, and execute, in the name and on behalf of your firm/company, any agreements or documents associated with this IFB and to bind your firm/company to the obligations stipulated therein.

Signature (Individual must be authorized to Bind the Organization)	
Signature:	Date:
Print Name:	

CERTIFICATIONS AND ASSURANCES

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by State Parks without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that State Parks will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of State Parks, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions.
9. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
10. I/we grant State Parks the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.
11. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

Title

Date

APPENDIX C
LOG SORT SEALED BID FORM

Sale Name: Fisk Property Forest Health Thinning Log Sale

_____ hereby submits the following bid for delivered logs.
(Print Company Name)

_____ Telephone Number _____
(Print Name Authorized Company Representative) (Contact for bid result notification)

_____ (Mailing Address) _____ (Email)

Agreement Number	Sort Number*	Species and Specifications	Minimum Bid Amount		<u>Delivered</u> Logs Bid Amount (fill in one option per sort <u>only</u>)	
TBD	1	Ponderosa Pine 4.5-6 inch (DIB)		\$47/TONS		\$_____/TON
TBD	2	Ponderosa Pine 6+ (DIB)	\$400/MBF		\$_____/MBF	
TBD	3	Conifer 2"+ DIB (Pulplogs)		\$30/TONS		\$_____/TON

All bid pricing by MBF is assumed for net scaled log volume based on **westside log scaling rules**.

You may bid on one or more sorts. You must accept all products within each sort if awarded. Each sort is sold separately and no "all or nothing" bids will be accepted.

The successful bidder agrees to furnish payment security acceptable to the State in the amount as described in clause P-041 of the Purchaser's contract prior to log delivery and at a date to be determined by the State.

APPENDIX C
LOG SORT SEALED BID FORM

Bidder's Warranty and Bid Signature

By signing and submitting this bid as offer to purchase forest products from the State, the Bidder hereby warrants to the State that they have had an opportunity to fully inspect the sale area and the forest products being sold. Bidder further warrants to the State that they enter this bid based solely upon their own judgment of the value of the forest products, formed after their own examination and inspection of both the timber sale area and the forest products being sold. Bidder also warrants to the State that they enter this bid without any reliance upon the volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representation by the State.

(Signature of Authorized Representative submitting this bid)

(Date of Signature)

(Print name and title of Authorized Representative submitting this bid)

NOTES: Final contract award is contingent upon the State's haul cost analysis. Actual haul route may vary and is subject to change at the State's discretion. All sales are subject to confirmation by the State Parks.

APPENDIX D

LOG SORT SEALED BID SUPPLEMENTAL INFORMATION

******Complete one copy of this form for each sort bid upon******

(Print Company Name)

Fisk Property Forest Health Thinning Log Sale

(Sale Name)

(Agreement Number)

(Sort Number)

Log Manufacturing Specifications:

Sawlog sorts: Enter at least one preferred log length including trim for each log length range below.

Tonnage sorts: See bid form instructions for required log lengths. Enter additional custom lengths as desired.

Log Length Ranges	Bidder's Preferred Log Lengths
16 ft. through 20 ft.	
22 ft. through 30 ft.	
32 ft. through 40 ft.	

Log Delivery Information:

1) Designate the point of delivery and address (must be a street address)

(Location Name)

(Street Address)

(City, State and Zip)

2) Designate the state approved Scaling and Weighing facilities closest to the point of delivery as needed. Bidders outside of Washington State should identify the nearest scaling facility used by their facility for consideration by the State.

Scaling Location Information

Weighing Location Information

(Scaling Location Name)

(Weighing Location Name)

(Third Party Scaling Organization)

(Weighing Location Owner)

(Scaling Location Street Address)

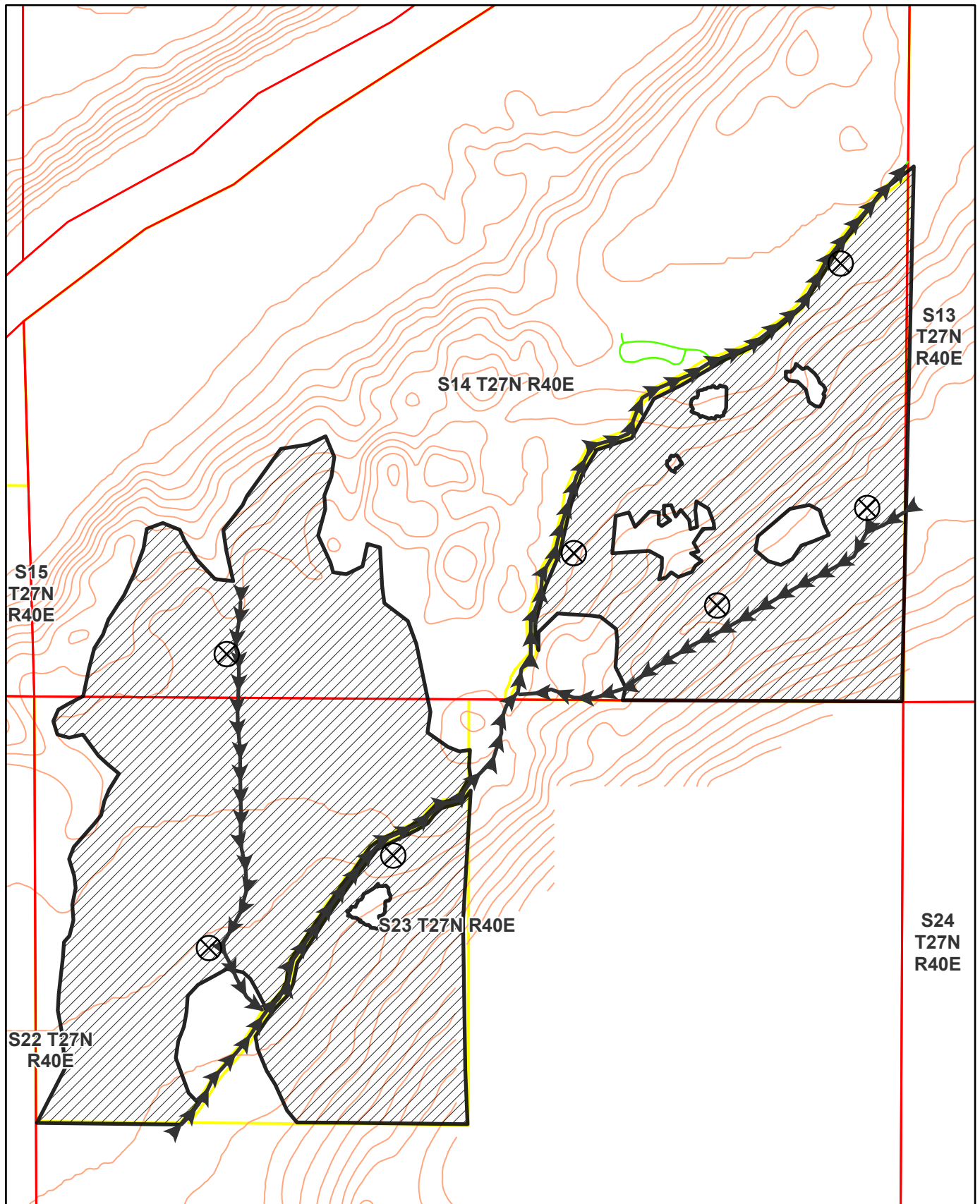
(Weighing Location Street Address)

(Scaling Location City, State and Zip)

(Weighing Location City, State and Zip)

Additional terms or conditions requested by the bidder on or attached to the Log Sort Sealed Bid or Supplemental Information Forms are informational only and non-binding.

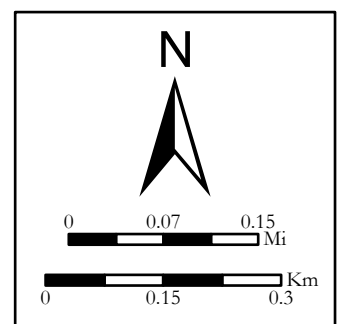
Fisk Property FHT - 272 Acres



Legend

- Landings
- Fisk Haul Route
- Harvest Units
- Park Roads
- Sec_Twp_Rng
- Contours - 20ft
- Park Boundaries

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere





WASHINGTON STATE PARKS AND RECREATION COMMISSION

LOG SALE AND PURCHASE CONTRACT

COMPANY NAME, LLC

AGREEMENT NO. TS 123-518

SALE NAME: FISK PROPERTY FOREST HEALTH THINNING

THE WASHINGTON STATE PARKS AND RECREATION COMMISSION, HEREINAFTER ACTING SOLELY, IN ITS PROPRIETARY CAPACITY, STATE, AND PURCHASER, AGREE AS FOLLOWS:

Section G: General Terms

G-001.2 Definitions

The following definitions apply throughout this contract;

Contract Administrator: State's designee responsible for assuring that the contractual obligations of the Purchaser and Contractor are met.

Contractor: State-selected harvester responsible to perform all duties as required by the Harvesting Services Contract, including but not limited to timber harvesting, road construction, debris removal and piling, hauling and delivery of forest products for weighing and/or scaling, to the Purchasers of the timber sales Sorts.

Delivery: Occurs when logs or forest products meeting the sorting specifications arrive at the Purchasers destination, as described in the contract.

Forest Product: Any material derived from the forest for commercial use.

Harvesting: A general term, referring to the Contractor's various obligations under the Harvesting Services Contract.

Harvesting Services Contract: Contract between the Contractor and the State, which sets forth the procedures and obligations of the Contractor for completing the harvesting of timber, and the delivery of various log sorts to the State's purchasers, and the payment obligations of the

State, The Harvesting Services Contract will include a Road Plan for any road construction or reconstruction, where applicable.

Log Sale and Purchase Contract: Purchase Agreement between the State and Purchaser(s) of particular log sorts from the timber sale.

Purchaser: The company or individual that has entered a Log Sale Contract with the State for individual log sorts from the timber sale area. The Contractor must deliver the designated log sorts to this company or individual. Contractor will likely be delivering different log sorts to different purchasers under the Harvesting Services Contract.

State: The Washington State Parks and Recreation Commission, landowner and seller of logs from the timber sale area. The State is represented by the Chief Financial Officer (CFO) as designated on the contract signature page. Contractual obligations to the State are enforced by the CFO or the designated Contract Administrator.

G-010.2 Products Sold and Sale Area

Purchaser was the successful bidder on **April, 2023** and sale was confirmed on **April 2023**. The State, as owner, agrees to sell and deliver to the Purchaser logs meeting the log sort specifications as described in the G-022.2 clause. Logs will be delivered from the Field's Spring Forest Health Thinning Timber Sale described as part(s) of Section(s) 16 & 21, Township 7 North, Range 45, W.M., Asotin County, Washington.

G-022.2 Sorting Specifications

Purchaser shall accept and pay for delivery of log sorts by a state selected contractor to the designated Purchaser location that meets the following specifications:

Agreement No.	Sort #	Description	Destination and Location
TBD	TBD	TBD	TBD

G-024.2 Manufacturing Standards

All forest products except poles, produced and sold under this contract will be manufactured to maximize the amount of logs meeting preferred log lengths and to achieve the average log length listed.

Agreement No.	Sort #	Scaling Rule
TBD	TBD	TBD

Average Log Length (If Applicable)	Preferred Log Lengths
16 ft. through 20 ft.	16'6", 18'6", 20'6"
22 ft. through 30 ft.	23', 25', 27', 29', 31'
32 ft. through 40 ft.	33', 35', 37', 39', 41'

"ES" indicates that eastside scaling rules apply. Minimum trim is 4 inches per scaling segment for eastside scaling rules.

"WS" indicates that westside scaling rules apply. Minimum trim is 6 inches per scaling segment for westside scaling rules.

G-026.2 Log Delivery Destination

Purchaser shall accept logs delivered to the destination as described in the G-022.2 clause. Purchaser may make a written request to the State for a change in log delivery destination or scaling or weighing location. If agreeable and in the best interest of the State, the State may approve the Purchaser's request. Written approval must be granted by the State prior to log delivery to a new destination or use of a new scaling or weighing facility.

Increased haul distance shall result in an increase in the P-028.2 log delivery payment rate in an amount to be calculated by the State. In no circumstance shall the payment rate for delivered logs be reduced as a result of a state approved delivery destination or scaling or weighing facility change.

Purchaser may refuse loads delivered to the wrong destination.

G-027.2 Log Delivery Schedule and Conditions

- a. Delivery hours - Purchaser agrees to accept logs from the Contractor at the Purchaser's delivery location during Purchaser's working hours or at least between the hours of 6:00 a.m. and 4:00 p.m., Monday through Friday, except legal holidays unless otherwise agreed upon by the State.
- b. Improperly loaded trucks - It is understood and agreed that the Purchaser incurs no obligation to accept improperly or illegally loaded trucks in its facility. Any truck so loaded may be directed to vacate the yard and shall remain the responsibility of the harvesting contractor. The Purchaser shall notify the State within 24 hours of any load (s) rejected and specify the reasons why.
- c. Log Delivery Interruptions - Purchaser may schedule times in which delivery of logs will not be accepted. The Purchaser shall notify the Contract Administrator at least five (5) working days before the scheduled interruption or closure occurs. The duration of the log delivery interruption shall not exceed seven (7) consecutive working days or a total of ten (10) working days over the duration of the contract term. If Purchaser's scheduled delivery interruption exceeds contract requirements and causes the State harm, Purchaser will be in breach of contract and subject to liquidated damages as per the D-026.2 and D-027.2 clauses, unless Purchaser and the State have made a prior agreement in writing to mitigate potential harm to the State.

- d. Required Acceptance of Daily Load Deliveries and Notification - If the State is harmed by purchaser's refusal to accept up to 20 truck deliveries of any one sort per day, Purchaser will be in breach of contract and subject to damages as per the D-026.2 and D-027.2 clauses. A truck delivery is all the wood delivered including sorts on super trucks, mule trains and pups brought to the delivery point by a single truck. The Purchaser shall notify the Contract Administrator at least 48 hours in advance if:
1. Purchaser intends to limit the number of truck deliveries accepted on any day to less than that listed above, or
 2. Purchaser intends to limit the number of truck deliveries accepted on any day to the number listed above.
- e. State Notification to Purchaser - The State will notify the Purchaser when it anticipates or schedules an interruption of deliveries and when it anticipates the number of truck deliveries on any day will exceed the number listed above.

G-030.2 Contract Term and Expiration Date

Purchaser agrees to accept and pay for forest products delivered through the period ending October 15, 2023.

G-030.3 Price Adjustment

Purchaser agrees to pay for forest products at the prices specified in P 028.2 through December 1, 2023. After that date and at the request of the purchaser, the State will consider price adjustments justified by changes in market conditions in 60 day intervals for the remainder of the delivery period for the contract. Price adjustments are at the State's sole discretion at the time of the request and no guarantee of price adjustment will be made.

G-050.2 Contract Term Extension

Contract extensions and any other conditions subject to the extension as agreed to by the Purchaser and State, must be formalized in writing, signed by Purchaser and State.

G-054.2 Early Contract Termination

The State may terminate this contract in whole or in part by giving fifteen (15) days written notice to the Purchaser when it is in the best interests of the State. If this contract is so terminated, the State shall be liable only for the return of that portion of the initial deposit that is not required for payment, and the return of unapplied payments. The State shall not be liable for damages, whether direct or consequential.

G-056.2 Force Majeure

No Party shall be liable for any failure to perform its obligations other than payments due where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), war, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, government sanction, fire, labor dispute, strike or lockout.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated. In the event of Force Majeure, the State reserves the right to terminate this agreement in accordance with clause G-054.2 'Early Contract Termination'.

G-060.2 Exclusion of Warranties

The PARTIES AGREE that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED from this transaction and shall not apply to the goods to be harvested or sold. For example, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, and are EXCLUDED from this transaction:

- a. The MERCHANTABILITY of the forest products. The use of the term "merchantable" in any document is not intended to vary the foregoing.
- b. The CONDITION of the forest products. The forest products will be conveyed as defined by the clauses G-022.2 Sorting Specifications and Manufacturing Standards G-024.2.
- c. THE VOLUME, WEIGHT, QUANTITY, OR QUALITY, of the forest products to be harvested. The descriptions of the forest products to be conveyed, are estimates only, made solely for administrative and identification purposes. The timing of forest product deliveries.
- d. Items contained in any other documents prepared for or by the State.

G-065 Regulatory Disclaimer

The State disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-070.2 Limitation on Damage

In the event of a breach of any provision of this contract by the State, the liability of the State shall be limited to return of the unused initial deposit and unapplied payments to the Purchaser. The State shall not be liable for any damages, whether direct, incidental, or consequential.

G-112.2 Title

The State hereby warrants that State is the owner of said logs and has the right to sell same, free of liens, encumbrances, or claims, but subject to trade restrictions promulgated in WAC 240-15-015. Purchaser assumes title and all risk and responsibility for said logs upon delivery.

G-160.2 Agents

The State's rights and duties will be exercised by the Chief Financial Officer, (herein after as CFO) at Olympia, Washington CFO. The CFO will notify Contractor in writing who is responsible for administering the contract. The CFO has sole authority to waive, modify, or amend the terms of this contract in the manner prescribed in clause G-180. No agent, employee,

or representative of the State has any authority to bind the State to any affirmation, representation, or warranty concerning the forest products harvested beyond the terms of this contract.

The Purchaser agrees to notify the State in writing of their authorized representative at the log delivery destination who will be readily available and who shall be authorized to receive, on behalf of the Purchaser any instructions or notices given by the State in regard to performance under this contract, and any limits to this person's authority.

G-180 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Purchaser and the State.

G-190 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.

G-200.2 Notice

Notices required to be given under the following clauses shall be in writing and shall be delivered to the State or Purchaser's authorized agent or sent by certified mail to the Purchaser's post office address, so that their receipt may be acknowledged.

G-026.2 Log Delivery Destination

G-027.2 Log Delivery and Schedule Conditions

G-210.2 Violation of Contract

All other notices required to be given under this contract shall be in writing and delivered to their respective authorized agent or mailed to the Party's post office address. Parties agree to notify the other of any change of mailing address.

G-210.2 Violation of Contract

- a. If Purchaser violates any provision of this contract, the Contract Administrator, by written notice, may suspend delivery of further loads of forest products. If the violation is capable of being remedied, the Purchaser has five (5) days after receipt of suspension notice to remedy the violation. If the violation cannot be remedied (such as violation of WAC 240-15-015) or Purchaser fails to remedy the violation within five (5) days after receipt of a suspension notice, the State may terminate the rights of the Purchaser under this contract and collect damages as described in the damages clause in this contract.
- b. The State has the right to remedy the breach in the absence of any indicated attempt by the Purchaser or if Purchaser is unable, as determined by the State, to remedy the breach. Any expense incurred by the State shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of billing.
- c. If Purchaser's violation is a result of a failure to make payment to the State when due, in addition to (a.) above, interest shall accrue on the unpaid balance at 12 percent per annum, beginning the date payment was due. The State may secure payments from the security provided.

G-240.2 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation or administration of this contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the Contracts Manager for resolution prior to seeking other relief.
- b. The Contracts Manager will issue a written decision on Purchaser's request within five business days.
- c. Within five business days of receipt of the Contracts Manager's decision, the Purchaser may make a written request for resolution to the Chief Financial Officer of the Washington State Parks and Recreation Commission.
- d. Unless otherwise agreed, the CFO will hold a conference within 15 calendar days of the receipt of Contractor's request for review of the Contracts Manager's written decision. Contractor and the Contracts Manager will have an opportunity to present their positions. The CFP will issue a decision within a reasonable time of being presented with both Parties' positions

G-252.2 Timber Excise Tax

Purchaser shall be responsible for payment of all timber excise taxes pursuant to chapter 84.33 RCW.

G-253.2 Harvesting Cost Information

The State agrees to supply all harvesting cost information to the Purchaser for their consideration in payment of forest excise taxes.

G-260 Venue

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County Superior Court.

G-330.2 Contract Review

Purchaser may arrange with the Contract Administrator to review the provisions of this contract prior to the delivery of forest products.

Section P: Payments and Securities

P-010 Initial Deposit

Purchaser paid \$0.00 initial deposit, which will be maintained pursuant to RCW 79.15.100(3). If the operating authority on this contract expires without Purchaser's payment of the full amount specified in the 'Payment for Forest Products' clause, the initial deposit will be immediately forfeited to the State, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the contract price, or not needed to complete any remaining obligations of the Purchaser existing after contract expiration, will be refunded to the Purchaser.

P-028.2 Payment for Forest Products Delivered

Purchaser agrees to pay the State for delivered forest products per ton or per MBF at the following rates:

Sort TBD \$XXX.00 /MBF/TON

Purchaser agrees to increase the above delivered payment rate as approved by the State in the event the location of delivery is changed per the G-026.2 clause.

P-036.2 Missorts and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet the sorting specifications in G-022.2 where species are incorrect, are scaled over 1” outside the listed diameter specifications, or ponderosa pine with blue stain are considered mis-sorts.

However, when mis-sorted Forest Products amount to more than 3% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-sort threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-sort payment reduction is subject to State approval and shall be determined by the State’s delivered product analysis. Forest Products determined by the State eligible for mis-sort price reduction are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-sorted will be calculated as follows:

Payment Reduction = (B x M) x R

Where:

B = Bid rate from P-028.2 clause

M = Mis-sorted volume exceeding threshold excluding utility

R = Reduction factor

0.3 for mis-sort except for blue stain

0.4 for mis-sort related to blue stain

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Purchaser’s exclusive remedy for mis-sorts shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code

P-037.2 Mismanufacture and Payment Reduction for Delivered Forest Products

Forest Products delivered that do not meet preferred log length specifications or multiples or combinations of preferred lengths and Forest Products delivered not meeting minimum log quality specifications as described in the G-024.2 clause are considered mis-manufactured. Purchaser receiving mis-manufactured Forest Products is required to pay the State at the bid price under this contract.

However, when mis-manufactured Forest Products amount to more than 5% of the total delivered sort volume, Purchaser may request approval for payment reduction for delivered volume exceeding the mis-manufacture threshold.

Requests for payment reduction must be submitted to the State in writing prior to contract expiration. Eligibility for mis-manufacture payment reduction is subject to State approval and shall be determined by the State's delivered product analysis. Forest Products determined by the State eligible for mis-manufacture price reductions are not eligible for any other price adjustments.

Payment reduction for Forest Products deemed mis-manufactured will be calculated as follows:

$$\text{Payment Reduction} = (B \times M) \times (0.2)$$

Where:

B = Bid rate from P-028.2 clause

M = Mis-manufactured volume exceeding threshold excluding utility

Third party scaling organization information is required to determine Scribner mbf for payment reduction purposes. Value will be derived from the applicable sort value as described in this contract.

Purchaser's exclusive remedy for mis-manufacture shall be the payment reduction described in this clause, notwithstanding other provisions in the Uniform Commercial Code.

P-039.2 Tonnage Sort Payment Reduction Requirements

Purchaser must provide a plan in writing, acceptable to the State, to acquire third party Scribner mbf scaling information in order to be eligible for a payment reduction for a tonnage sort according to clauses P-036.2 or P-037.2. Logs delivered and accepted by the Purchaser prior to the State's acceptance of Purchaser's written payment reduction plan are not eligible for payment reduction.

Failure of Purchaser to provide sample scale data in a timely, accurate and legible basis will void an approved sample scale plan.

An approved payment reduction plan can be voided at the sole discretion of the State.

For the purpose of tonnage sort payment reduction requests, preferred log lengths for tonnage sawlog sorts shall include the following plus any additional lengths identified in clause G-022.2:

Species Type	Preferred Lengths
Conifer Sorts	16', 20', 24', 26', 32', 40'

P-040.2 Weighing and Scaling Costs

Purchaser agrees to pay for all weighing costs for logs delivered regardless if logs are purchased on a weight or scale basis. In addition, Purchaser also agrees to pay for all scaling costs for logs delivered on a scale basis.

P-045.2 Guarantee of Payment

Prior to the delivery of forest products and at a date determined by the State, Purchaser shall guarantee payment to the State for products delivered by posting with the State an approved payment security. If the Purchaser has purchased more than one sort, the payment securities may be consolidated for all the sorts. Acceptable payment security includes cash, certificate of deposit assignment, payment bond, savings account assignment, or irrevocable bank letter of credit.

The amount of payment security is \$ [REDACTED]. The amount of payment security is 20% of the total estimated log payments due under this agreement. Payment security for products delivered will be used to guarantee payment to the State for late or non-payments.

If at any time the State determines that the security has become unsatisfactory or a demand is made against the payment security, the Purchaser agrees to increase the amount or replace the security with one acceptable to the state within 30 days.

P-050.2 Billing and Payment Procedure for Forest Products Delivered

The State will compute and forward to Purchaser a billing statement of charges for forest products delivered during the billing period at the delivered rate shown in P-028.2 clause. After receipt of the billing statement, Purchaser's payment must be received by the Washington State Parks and Recreation Commission on or before the due date shown on the billing statement. Purchaser agrees to make payment, payable to the Washington State Parks and Recreation Commission. Failure to pay on time for forest products delivered is considered a breach of contract.

Included with the billing statement will be a summary report for the billing period compiled by the State or their log and load reporting service.

The State will adjust final billings to account for any State approved payment reductions.

P-080 Payment Account Refund

Advance payments made under P-045 or P-045.2 remaining on account above the value for the charges shall be returned to Purchaser within 30 days following the final report of charges. Refunds not made within the 30 day period will accrue interest at the interest rate, as established by WAC 332-100-030, computed on a daily basis until paid.

Section L: Log Definitions and Accountability

L-010.2 Forest Products Conveyed

Forest products conveyed are logs or parts of logs delivered meeting the sorting criteria defined by clauses G-022.2 and G-024.2 of this contract

L-014.2 Sorts Delivered to Incorrect Destination

Purchaser has agreed to purchase the sort as described in the G-022.2 clause. In the event a load from a different sort is delivered to Purchaser, Purchaser may reject the load. If Purchaser receives an incorrectly delivered load, they shall notify the State within 24 hours. If the Purchaser accepts the load, provisions in the P-035.2 or P-036.2 clause may apply.

L-071.2 Log and Load Reporting Service

This contract may at the State's discretion, require the services of a State approved third party log and load reporting service. Purchaser shall ensure log volume measurement, weight, or scale and weight data for each load is received by the log and load reporting service within 24 hours of logs being measured or weighed.

If during the term of this contract, the State discontinues use of the Log and Load Reporting Service, the State will notify the Purchaser in writing, and will approve an alternative log and load reporting process.

L-100 Scaling Rules

Determination of volume and grade of any forest products shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Determination of volume and grade of ponderosa pine logs shall be conducted by a state approved third party scaling organization and in accordance with the Eastside log scaling and grading rules, Region 6 taper rules, and Scribner Volume Table, revised July 1, 1972, contained in the Northwest Log Rules Eastside and Westside Log Scaling Handbook (developed and produced by the Northwest Log Rules Advisory Group) and in effect on the date of confirmation of this contract.

Special scaling specifications shall be noted on the State's Brand Designation form which is hereby incorporated to this contract by reference.

L-110 State Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this contract must be approved by the State. Forest products sold under the contract which require log scaling shall be scaled, measured, or counted by a State approved third party log scaling organization. Forest products sold under the contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of State approved measurement and/or weighing facilities that are at or en-route to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the State and are currently authorized for this sale. The State reserves the right to verify load volume and weights with State employees or contractors at the

State's own expense. The State reserves the right to revoke the authorization of previously approved measurement locations.

Section D: Damages

D-010.1 Liquidated Damages

The clauses in the DAMAGES section of this contract provide for the State's payments to the Contractor to be reduced for certain breaches of the terms of this contract. These offsets are agreed to as liquidated damages for the Contractor's breach, and are not penalties. They are reasonable estimates of anticipated harm to the State caused by the Contractor's breach. The State and Contractor agree to these liquidated damages provisions with the understanding of the difficulty of proving loss and the inconvenience or infeasibility of obtaining an adequate remedy. These liquidated damages provisions provide greater certainty for the Contractor by allowing the Contractor to better assess its responsibilities under the contract.

D-026.2 Damages for Delivery Interruptions and Load Non-Acceptance

- a. Purchaser's failure to accept deliver of forest products due to an extended delivery interruption exceeding the limits as described in the G-027.2 (c) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$1,000.00 per each day of breach, until breach is remedied.
- b. Unless Purchaser and the State have made a prior agreement in writing, Purchaser's failure to accept at least the number of delivered loads as described in the G-027.2 (d) clause, results in substantial injury to the State. The Purchaser shall pay the State liquidated damages at a rate of \$200 per each truck delivery not accepted, until breach is remedied.

D-027.2 Failure to Accept Forest Products Sold

Purchaser's failure to accept all or part of the forest products sold in this agreement prior to expiration or completion of the contract results in substantial injury to the State. Except for reasons other than 'Force Majeure' (G-056.2), either section a. or b. below will apply as determined by the State.

- a. When Purchaser's refusal to accept forest products does not prevent further harvesting operations, or forest products can be re-sold to another buyer acceptable to the State, Purchaser shall be liable for and pay State for actual damages plus costs, as determined by the State associated with the administration and re-sale of forest products not accepted by Purchaser under the terms of this contract.
- b. When Purchaser's refusal to accept forest products causes a stoppage of the State's harvesting operations and prevents the State from further harvest of the sale area, the actual damage to the State and associated costs are difficult to assess. The remaining value of all the forest products left in the sale area once the stoppage occurs is not readily ascertainable. Purchaser's failure to perform disrupts the State's management plans. Therefore, Purchaser agrees to pay the State as liquidated damages, a sum calculated using the following formula:

$$LD = (.35V - I) + C + A - P$$

Where:

LD = Liquidated Damages

V = The stumpage value remaining in the sale area at the date of work stoppage. This will be determined by multiplying the contract bid rate contained in the P-028.2 clause for all sorts originating in the sale area, by the State's estimate of the remaining volume, less the cost of harvesting and delivery associated with each sort.

I = Initial Deposit

C = Costs associated with required harvesting services and road construction services prior to work stoppage but not amortized or paid.

A = Administrative fee = \$2,500.00

P = Advance payments received exceeding the value of logs delivered under this contract.

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-010 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of the work stoppage until final payment, calculated using the following formula:

$\text{Interest} = r \times \text{LD} \times N$

Where:

r = daily equivalent of an annual interest at current interest rate as established by WAC 332-100-030.

N = Number of days from work stoppage to time of payment

D-030.2 Inadequate Log Accountability

Failure to provide weighing and third party scaling information result in substantial injury to the State. The potential loss of accountability is not readily ascertainable. These contractual breaches result in an increase in the potential for the delivery of forest products for which the State receives inadequate payment and causes an increase in the State's administration costs associated with this contract. The actual costs of these breaches are difficult to assess.

For these reasons, Purchaser's payments for forest product delivery under this contract will be increased in the following amounts, as liquidated damages, to compensate the State for these breaches: \$250.00 each time a load weight is not provided as required by the contract, and \$250.00 each time load scale data is not determined and provided by a State approved third party scaling organization in accordance with this contract.

IN WITNESS WHEREOF, the Parties hereto have entered into this contract.

COMPANY NAME

ADDRESS

ADDRESS 2

UBI #:

Fed Tax ID:

Phone:

Email:

Washington State

Parks and Recreation Commission

1111 Israel Road SW

PO Box 42650

Olympia, WA 98504-2650

Phone: (360) 902-8638

Fax: (360) 664-0278

By_____

Title_____

Date_____

By_____

Dylan Davis-Bloom

Title Contracts Manager, State Parks

Date_____

SAMPLE