



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

Olympic Region
411 Tillicum Lane
Forks, WA 98331
Phone: 360-374-2800 Fax: 360-374-5446

INVITATION TO BID

Contract Number #1355

Contract Digest: Conifer Release, Ground Herbicide
(Ground based herbicide application to reduce competition on
planted seedlings.)

Contract Scope: 389 acres in Clallam and Jefferson Counties

Term of Contract: Monday, April 23, 2012 – Friday, May 18, 2012

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**SECTION I
NOTICE TO ALL BIDDERS**

Bids will be received at the Department's Olympic Region office. Mailing address:

Department of Natural Resources
Olympic Region
411 Tillicum Lane
Forks, Washington 98331

Bid Opening: Bids will be accepted at the Department's Olympic Region office until **2:00 pm on Thursday, April 12, 2012** at which time and place all bids will be opened and read aloud.

Examination of Units: You are invited to bid this work and are **strongly** advised to examine the areas prior to bidding. Questions pertaining to unit(s) can be answered by contacting Compliance Forester, Albert Huggins, at (360) 640-4662 or Contract Manager, John Keller, at (360) 640-1730.

**SECTION I
INSTRUCTIONS TO ALL BIDDERS**

Deliver of All Requested Forms: bid deposits, performance/damage deposits, certification of insurance, Contractor's Declaration of Industrial Insurance, and equipment and/or operator certifications when required to:

John Keller, Intensive Management Forester
Department of Natural Resources
411 Tillicum Lane
Forks, WA 98331

Bid and Bid Deposit: must be received at the Department's Olympic Region office prior to Bid Opening (see Notice To All Bidders above).

The Sealed Bid Envelope: should be prepared in the following manner:

Addressed to: Sue Trettevik, Olympic Region Manager
In Care Of: John Keller
Olympic Region Intensive Management Forester
Department of Natural Resources
411 Tillicum Lane
Forks, WA 98331

Upper left corner: Bidder's Address

Lower left corner: Conifer Rel., Gr. Herbicide - "Sealed Bid"
Invitation to Bid/Contract No. **1355**

Questions concerning this Invitation to Bid/Contract should be referred to Contract Manager, John Keller, of the Olympic Region office by calling (360) 640-1730.

SECTION I
SPECIAL NOTICES

Term of contract: April 23, 2012 – May 18, 2012

Work shall begin on the start date identified above unless an alternate plan is approved by the Compliance Forester.

Please note long walk-ins and closed/abandoned roads as identified on Unit Maps. Closed roads are based on the best available information, but potential contractors should verify access before bidding.

Gate Access: All gates associated with Item A will use locks that require an AA-1 key. This key is available from the Olympic Region office in Forks.

Please note approved generic substitutions for herbicides and carries (See Unit Description).

Provide proof of 2012 Farm Labor Contractor's License or letter of exemption from the Department of Labor & Industries before work begins.

PLEASE NOTE INSURANCE REQUIREMENTS (SEE CLAUSE 2-24)

A BID DEPOSIT IS REQUIRED (\$1000) WITH THIS BID OPENING (SEE CLAUSE 1-23).

A PREWORK IS REQUIRED ONCE AN AWARD HAS BEEN MADE (SEE CLAUSE 2-71).

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

Item A	Olympic Medical Center: 939 E. Caroline St, Port Angeles Ph: 360 417-7000
Item A	Jefferson Healthcare Hospital: 834 Sheridan, Port Townsend Ph: 800 244-8917
Item A	Skagit Valley Medical Center: 1415 E Kincaid St, Mt. Vernon Ph: 360-424-4111
Item A	Forks Community Hospital: 530 Bogachiel Way, Forks 360 374-6271
Item A	Harrison Hospital: 2520 Cherry Ave, Bremerton Ph 360 377-3911

DEFINITIONS

- A. 'Compliance Forester' means the Department staff performing the compliance inspections, approves Work, recommends payment to the Contract Manager, and manages the Work Schedule.
- B. 'Contract' means this Invitation to Bid/Contract the Pre-Work Conference packet and all required documents provided by the contractor.
- 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 during the Pre Work Conference.
- 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, the public enemy, fire, or other casualty. Force Majeure may result in an equitable adjustment in the time period to complete the Contract.
- H. 'Item' means the smallest category of area that can be awarded to one contractor. This contract can be a roll-up of a large geographic area and Items are used for award purposes to identify to the contractor what portions of this contract their specific award is for.
- I. 'Pre-Work Conference' is the meeting between the department and the contractor after award of the contract is made but prior to commencement of work. Items agreed upon in this meeting are signed off by both the department and the contractor and become part of the contract
- J. 'Region Manager' means the designated Department staff responsible for managing the affairs of the Department in designated large geographic areas. The Region Manager may perform the duties of the Contract Manager.
- K. 'Unit' is the individual geographical area that the Work is to be done on. Each unit is specifically identified by number on the Bid Form (Section IV), the Unit Description, and corresponding Unit Map (Section III).
- L. 'Work Schedule' means the approved timeline for how the requirements of this contract will be fulfilled by the contractor. The work schedule is agreed upon during the Pre-Work Conference by both the department and the contractor.
- M. 'Work' means the services the Contractor is required to satisfactorily complete this Contract found in Section II Specifications for the Activity and Section III Unit Description
- N. 'Unit Bid Price' is the rate per acre written in the Unit Bid Price column of the bid form (Section IV Bid Form).

SECTION II, Division I - Bidding Requirements

1-10 Preparation of Bids

- 1-11 Bidders are expected to examine this entire Invitation to Bid/Contract and are urged to inspect the work unit(s) prior to submission of any bid. No consideration shall be given any claim of bidding without comprehension of conditions.

1-20 Submission of Bids

- 1-21 Your bid response to this Invitation to Bid/Contract is an offer to contract with the Department of Natural Resources. A bid response becomes a contract when officially accepted and awarded by the Department as evidenced by return of a countersigned SECTION V, "Offer and Contract Award".
- 1-22 Bids shall be submitted using the Bid Form, and the Offer and Contract Award form from SECTIONS IV and V of this document. The following shall be delivered to the Department's Region office in an envelope which shall be marked "Sealed Bid" and addressed to the Department's Region Manager as specified in Instructions To All Bidders (Page 2): The Bid Form and the Offer and Contract Award form properly completed and signed, and a bid deposit as specified in Clause 1-23. No Facsimiled, E-mailed or any other non-original form of bids will be considered. Failure to comply with the above requirements or the requirements of Clause 1-23 prior to bid opening shall be cause to reject the Contractor's bid(s).
- 1-23 A bid deposit of ONE THOUSAND DOLLARS (\$1000) is required. This deposit is for the express purpose of assuring the Department that the Contractor will honor said bid and accept award of any and all items on which the Contractor may be the lowest responsible bidder. In the event the Contractor fails to honor said bid by rejecting award of any item, the Contractor will automatically forfeit the bid deposit. The bid deposit must be in the form of certified check and must be delivered to the Department's Region office as per Clause 1-22. The bid deposit of a successful bidder will be released when the required performance/damage deposit (Clause 1-31) has been submitted and approved.

1-30 Performance/Damage Deposit

- 1-31 Contractor agrees to furnish a performance/damage deposit in the amount of ten percent (10%) of the Contractor's total award. The deposit shall be submitted as per clause 1-45, and shall be in the form of certified check, savings account assignment, or irrevocable letter of credit acceptable to the Department. This deposit is to guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Contractors' noncompliance with any contract provisions or the law.
- 1-32 Bid deposits may be converted to apply to part or all of the required performance/damage deposits after successfully securing a bid.

1-40 Award of Contract

- 1-41 Oral explanation and interpretations prior to bid opening shall not be binding.
- 1-42 Award of contract shall be on the basis of an "Item" or an individual "Unit" as specified in the Bid Form. An "Item" shall be a specific group of individual "Units." "Items" or "Units" to be awarded are identified in the Bid Form. Individual "Units" are described in the Unit Description. The Department reserves the right to amend this Invitation to Bid/Contract by giving written notification to all bidders seven (7) days or more prior to bid opening.
- 1-43 Award of contract shall be to the lowest responsible bidder as determined by the Department of Natural Resources (Clause 1-44). To be considered, bids must conform to the bidding requirements herein, except that the Department may waive informalities and minor irregularities in bids received. The Department further reserves the right to reject any or all bids received.
- 1-44 In determining the lowest responsible bidder, in addition to price, the following may be considered: (a) the ability, capacity, and skill of the bidder to perform the contract; (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; and (e) the previous and existing compliance by the bidder with laws relating to the contract or services. Any contractor who, within the last two years of the start date of this contract, has had unsatisfactory performance resulting in the termination of a Department silviculture contract, will not be considered a responsible bidder unless the contractor provides government or forest industry references demonstrating acceptable performance on a minimum of 800 acres of ground application of herbicides since the time of the aforementioned termination. The Department's determination that a bidder is not qualified shall result in rejection of the bid submitted.
- 1-45 An Award Instructions letter and a copy of the executed contract will be mailed to the successful bidder. The contract award is conditioned on the following: Within ten (10) days after the Contractor receives their Award Instructions letter the Department must receive the following from the Contractor:
- a) A performance/damage deposit per clause 1-31
 - b) A certificate of insurance per clause 2-24
 - c) A Contractor's Declaration of Insurance Status Form per clause 2-29
 - d) A copy of your WSDA Commercial Operator's or Applicator's License per clause 3-21.06
 - e) A copy of your 2012 Farm Labor Contractor's License or Letter of Exemption from the Department of Labor & Industries per clause 3-21.15

It shall be the Department's prerogative to extend the time allowed for receipt of the above items if such an extension is in the best interest of the Department. Failure by the Contractor to submit the above items to the Department within the time specified or within an extension of that time as provided for shall be cause for the Department to consider the contract award rejected (Clause 1-23).

SECTION II, Division II - General Requirements

2-20 Responsibilities and Legal Relations

- 2-21 The Contractor shall abide by and comply with all the laws and regulations of the United States, State of Washington and counties wherein the work is executed insofar as they affect his/her contract. The Contractor will make any payments, contributions, remittances and all reports and statements required under said laws.
- 2-22 The Contractor shall, without additional expense to the Department, obtain all required licenses and permits necessary for executing provisions of his/her contract with the Department.
- 2-23 The Contractor shall hold harmless the State of Washington, the Department, their officers, agents and employees from any and all claims for damages, injuries to persons or property that may occur as a result of the performance of the Contractor, agents or employees in connection with this contract.
- 2-24 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.

2-20 Responsibilities and Legal Relations (continued)

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 **1355** and be in effect during the term of this contract.

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 the Contractor, and such coverage and limits shall not limit Contractor’s liability under the indemnities in this Contract.

- 2-25 The Contractor shall abide by and comply with all laws and regulations of the United States, State of Washington and counties wherein the work is executed insofar as they affect the safety, health and welfare of any and all employees.
- 2-26 In the event of legal conflict, the Contractor agrees to submit to the jurisdiction of the courts of the State of Washington and further agrees the venue shall be laid in Thurston County.
- 2-27 The State is not liable for delay or nonshipment of supplies and materials or for delay or nonperformance of its obligations if occasioned by war, civil commotions, strikes, lockouts or labor disturbances.
- 2-28 For all active work sites the Contractor shall provide a contract representative who shall be on the site and responsible for directing the contracted activities of that site. The Contractor shall designate the contract representative(s) in writing at the time of the prework conference (Clause 2-71).
- 2-29 The Contractor shall complete and submit to the Department a Contractor's Declaration of Industrial Insurance Status form; the form shall be submitted as per Clause 1-45. A Contractor's Declaration of Industrial Insurance Status form will accompany the Award Instructions letter.

2-30 Subcontracting

- 2-31 The Contractor shall not, without written approval from the Department enter into any subcontract or assignment of contract relating to the performance of this contract.
- 2-32 All laws and regulations applicable to the contract also apply to all subcontracts.

2-40 Determination of Payment

- 2-41 The boundaries as designated under Clause Section 2-100, and defined in detail on the Unit Description attached, provide the basis for determining acreage completed. Failure to complete work to boundaries established by the Department renders work unsatisfactorily completed. The Contractor is to take the initiative in determining whether boundaries are sufficiently marked. No consideration will be given for work that extends beyond unit boundaries. If work extends beyond unit boundaries, charges may be levied against the Contractor by the Department for damages suffered.
- 2-42 Contract compliance inspection of work performed and payment for work performed will be based on acreage completed (Clause 2-41).
- 2-42.01 Using specifications contained in Clause Section 3-20 and in the Unit Description the Department representative will inspect and determine if work performed is satisfactory.
- 2-43 The Department may at its option subdivide and inspect units to determine the acceptability of work performed. Subdivisions for this purpose will be a minimum of ten (10) acres in size.
- 2-44 At the Department's option, the Contractor shall rework a unit or subdivision of a unit on which the Contractor's work performance is not rated satisfactory, and further, it shall be the Department's option to require the rework be completed prior to starting new work. Reworked areas will be reexamined for contract compliance the resulting performance rating will supersede the previous performance rating for the area in question.
- 2-45 Payment shall be made as follows:
- 2-45.01 Payment may be made by the month, unit or by one total payment. Details of payment schedule will be determined in the pre-work conference (Clause 2-71). The Department will attempt to comply with the desires and needs of the Contractor but assumes no legal duty or obligation to adhere to the schedule of payment so arranged.
- 2-45.02 Partial payment may be made upon completion of part of a unit as determined by the Department. Request for partial payment is to be made by the Contractor utilizing the Contractor's Billing Invoice and Compliance Report provided by the Department. The Contractor or Contract Representative (Clause 2-28) shall sign the Compliance Report after completion of each such "sub-unit" being submitted for payment. The Department Representative will then make payment recommendations by preparing a Contractor's Billing Invoice and forwarding it along with the Compliance Report to the Department's Region office for processing.
- 2-45.03 The Department Representative shall sign the Contractor's Billing Invoice and Compliance Report form at the conclusion of work on each unit or group of units, as determined by the payment schedule agreed upon during the pre-work conference. Final payment will not be made to the Contractor unless the Compliance Report form are signed by the Contractor or Contract Representative and the Department representative, and "final" payment is designated thereon.
- 2-45.04 If a unit's contract acreage is disputed the Contractor may upon completion of the unit request a verification traverse by the Department, the request must be in writing and signed by the Contractor. The Department will pay the Contractor based on acres determined from the verification traverse. If the verification traverse indicates the net acres specified in the Unit Description are correct within plus or minus five percent (5%) the Contractor shall pay the cost of the verification traverse at a rate of ten dollars (\$10.00) per one hundred (100) feet of traversed boundary.

2-40 Determination of Payment (continued)

- 2-45.05 Five percent (5%) of all payments due Contractors who employ workers shall be retained by DNR as security for L&I industrial insurance premiums owed for their workers. Upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to the Item(s) of this Contract, the 5% retainage will be returned to the Contractor. DNR will return this retainage approximately 45 days following close of the quarter in which the work was completed. However, if the Contractor notifies DNR in writing that they have paid all L&I premiums associated with the Item(s) of this Contract, DNR will, upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to the Item(s) of this Contract, work diligently to return the retainage as soon as practical.

2-50 Nondiscrimination

- 2-51 Except to the extent permitted by a bona fide occupational qualification the Contractor agrees as follows:
- 2-51.01 The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, national origin, sex or age. The Contractor will insure that applicants are employed and that employees are treated during employment without regard to race, creed, color, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.
- 2-51.02 The Contractor shall, in all solicitations for employees or job orders for employees placed with any employment agency, union or other firm or agency, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex or age. The words "equal opportunity employer" in advertisements shall constitute compliance with this section.
- 2-51.03 The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union, or worker's representative of the Contractor's commitments under this section.
- 2-51.04 The Contractor shall include the provisions of the foregoing paragraphs: 2-51.01, 2-51.02 and 2-51.03 in every subcontract or purchase order for the goods or services which are the subject matter of this contract.
- 2-52 In the event of noncompliance by the Contractor with any of the nondiscrimination provisions of the contract, the Department shall have the right, as its option, to cancel the contract in whole or in part. The Contractor shall be paid only for that work performed prior to cancellation of the contract and in accordance with provisions of the contract (Clause Section 2-40). In the event the Department suffers damages resulting from such noncompliance the Contractor shall be liable.

2-60 Contract Administration

- 2-61 The Department will select representative(s) to enforce compliance of the contract as required in all specifications and to make recommendations for payment.

2-70 Contract Work Procedure

- 2-71 The Contractor shall attend a prework conference prior to commencing contract work (see Clauses 2-28, 2-45.01 and 2-72). The time and place of the prework conference shall be determined by the Department, the Contractor will be notified of the time and place when the contract is awarded. When considered practical by the Department the time and/or place of the prework conference may be altered if requested in writing by the Contractor.
- 2-72 A work schedule is required from the contractor. The work schedule shall be set at the prework conference (Clause 2-71) and must be acceptable to the Department. To be acceptable the work schedule must be practicable: The work schedule must identify the latest date by which the Contractor agrees to commence contract work on each unit awarded. The work schedule must allow a reasonable time period for the work to be completed according to contract requirements herein, and further, if more than one unit has been awarded the work schedule must indicate the sequence in which the units will be worked by the Contractor. If for any reason during the contract period the Contractor's work schedule is no longer viable, the Contractor must submit a revised work schedule for Department approval.
- 2-73 The Contractor shall obtain written permission to begin work on a unit. Such permission shall be applied for through the Department's Region office listed in the Notice To All Contractors section of the contract. Permission requests will require a minimum of two working days to process. The Department at its option may require person-to-person discussions between the Contractor and selected Department representatives prior to granting the required written permission. In the event the Contractor stops work for a period of one (1) week or more, or if the initial start-up is delayed by one (1) week or more the Contractor must reapply for permission to begin work.
- 2-74 Work shall only proceed on regular Monday through Friday work days. If allowed, work on weekends or designated State holidays will require written permission from the Department. Daily starting time shall be no earlier than 7:00 a.m. at the Unit.

2-80 Work Progress and Contract Performance

- 2-81 The Contractor shall begin work as per the work schedule (Clause 2-72) and in accordance with contract requirements herein (see Clauses 1-45, 2-71, 2-73 and 2-74). The Contractor shall work diligently and complete the unit(s) within the contract period specified in the Unit Description. As units are sequenced in the work schedule, work started on one unit must be completed prior to beginning work on the next.
- 2-82 The Department reserves the right to modify or cancel this contract in part or whole without cause. The Contractor shall be paid only for that work performed prior to cancellation of the contract and in accordance with provisions of the contract (Clause Section 2-40).
- 2-83 Nonperformance or unsatisfactory performance or willful violation of contract requirements by the Contractor shall constitute breach of contract and the Department may at its sole option extend the contract and collect liquidated damages or terminate the contract with forfeiture of the performance/damage deposit or declare breach of contract and make claim for actual damages suffered by the Department.

2-90 Fire Responsibility

- 2-91 The Contractor and the Contractor's employees shall familiarize themselves with the Washington State Forest Fire Protection Requirements and adhere to them at all times. The operation will be subject to inspection by State personnel for adherence to regulations and presence of fire tools. All spark emitting engines will be equipped with approved spark arresters.
- 2-92 The Contractor shall not operate faulty power equipment.
- 2-93 The Contractor shall not build any open fires at anytime of the year on the contract area without first obtaining written permission from the Department.

2-100 Boundaries

- 2-101 The boundaries except for easily identified ground features have been plainly marked with colored plastic flagging.
- 2-102 Net acreage as indicated in the Unit Description was measured on the horizontal plane. Large openings, roads, and buffer zones have been deducted from the gross acreage and are designated on the unit map.

2-110 Merchantable Products

- 2-111 This contract, unless specifically amended, in no way permits the contractor to remove merchantable or potentially merchantable products from the operating area for the purpose of sale or use. Contractors wanting to remove Christmas trees, boughs, brush pickings, decorative shrubs, or trees, firewood, poles, posts and other merchantable or potentially merchantable material from Department managed land must enter into a separate agreement with the Department.

2-120 Litter and Refuse

- 2-121 Litter and/or refuse brought into operating areas or campsites and rest areas used by the contractor or employees, shall be removed from the premises and disposed of in garbage disposal areas meeting all State, county, and local requirements. Such litter will include refuse resulting from equipment maintenance, abandoned equipment and containers and other expended materials.

2-130 Camping

- 2-131 Use of State owned lands, landings, roads, and Department campgrounds by the Contractor or the Contractor's employees for the purpose of lodging, parking, or camping done in connection with operation is permitted only at the express approval of the Department and may be revised or revoked for cause at any time. Camping restrictions or requirements such as chemical toilets and garbage can, but not limited thereto, may be imposed at the option of the Department.

SECTION II, Division III - Specifications

3-10 Unit Description

- 3-11 The Unit Description details the characteristics and specific work requirements for each unit.
- 3-12 If specific requirements of the Unit Description conflict with the specifications in this division of the contract, the specific requirements of the Unit Description will prevail.

3-20 Contractor and Department Obligations

- 3-21 The Contractor shall be responsible for the following:
 - 3-21.01 To provide all herbicide and carrier required to perform contract work as specified in the Unit Description(s).
 - 3-21.02 To provide liquid coloring agent if specified in the Unit Description(s). Liquid coloring agent shall be "BullsEye" (blue or red) manufactured by Milliken Chemicals; an equivalent product may be substituted if approved in writing by the Contract Manager.
 - 3-21.03 Upon request, provide a sample of the herbicide solution being applied as treatment.
 - 3-21.04 To keep records of each day's application work. The records to be kept shall be as per the Department's "Chemical Application Record". The Contractor shall provide the Department with such records prior to payment for work completed, or at any time earlier if requested by the Department.
 - 3-21.05 To bear all costs of operation not specifically furnished by the Department under Clause Section 3-22.
 - 3-21.06 To provide a licensed Commercial Operator or Applicator on the work site when herbicide is being applied.
 - 3-21.07 To provide all workers adequate crew supervision and serviceable equipment to satisfactorily accomplish treatment of acres described in the Unit Description.
 - 3-21.08 To furnish all safety equipment.
 - 3-21.09 To mix and apply herbicide on site as per the Unit Description(s)
 - 3-21.10 To keep herbicide from contacting conifer trees.
 - 3-21.11 To identify treatment strips, spots, stems, or clumps with semipermanent marker (e.g. plastic flagging)
 - 3-21.12 To properly dispose of all herbicide solutions, residues and empty containers.
 - 3-21.13 To cease operations when:
 - a) Wind exceeds twelve (12) miles per hour, or
 - b) Air temperature is less than 40°F or greater than 85°F, or
 - c) Rainfall causes water to run down stems of target plants, or
 - d) The Department's representative determines spray conditions are unsuitable.

3-20 Contractor and Department Obligations (continued)

3-21.14 To refrain from applying herbicide to Department designated buffer area.

3-21.15 To have a 2012 Farm Labor Contractor's License or letter of exemption from the Department of Labor & Industries.

3-22 The Department shall be responsible for the following:

3-22.01 To provide maps, photos or other data necessary to orient the Contractor.

3-22.02 To provide a Compliance Forester to acquaint the Contractor with the unit(s) and to conduct periodic field inspections.

3-30 General Specifications

3-31 Any debris or soil deposited in ditches, culverts, or roadways shall be removed immediately.

3-32 Activities that will result in excessive deterioration of ditches, culverts, or roadways shall be avoided.

3-33 Any legal land subdivision survey corners and/or witness objects are to be preserved. If destroyed or disturbed such points shall be re-established by a licensed land surveyor in accordance with the U.S. General Land Office Standards.

SECTION III

Unit Descriptions

Unit Maps

**Conifer Release/Ground Herbicide - Big Leaf Maple (BLM)
Unit Description for Item A Contract 1355**

Special Requirements										General Information			
UNIT NUMBER	LEGAL	FNU NAME	ACRES	ACTIVE INGREDIENT	AI CONCENTRATION	MIX RATIO	CARRIER	DYE	MINIMUM CREW SIZE	ELEVATION	SLOPE	TRUST ACRES	COMMENTS
1	T32N R12W S36	SECTION 16	29	Triclopyr	4.0 lbs/gal or 61.6%	50% Triclopyr and 50% basal oil per solution	Petroleum Substitute	Required	5		10-52%	03	Treatment area is marked with Pink flagging. Merril & Ring Gate.
2	T30N R8W S20	FISCHER'S COVE U2	32	Triclopyr	4.0 lbs/gal or 61.6%	50% Triclopyr and 50% basal oil per solution	Petroleum Substitute	Required	5		0-42%	01	East boundary is a newer clearcut Gate access on west end of unit
3	T30N R8W S20	FISCHER'S COVE U2B	22	Triclopyr	4.0 lbs/gal or 61.6%	50% Triclopyr and 50% basal oil per solution	Petroleum Substitute	Required	5		0-61%	01	Unit is bordered by the Fischer's Cove Rd. Access spurs are in poor condition.
4	T30N R9W S11	PIEDMONT HILL U1	34	Triclopyr	4.0 lbs/gal or 61.6%	50% Triclopyr and 50% basal oil per solution	Petroleum Substitute	Required	5		20-50%	01	There is a BPA Right of Way through unit, lines are abandoned. Treatment areas marked in Pink flagging. Gate
5	T30N R9W S11	PIEDMONT HILL U1 S	12	Triclopyr	4.0 lbs/gal or 61.6%	50% Triclopyr and 50% basal oil per solution	Petroleum Substitute	Required	5		0-40%	01	Gate
6	T30N R8W S5	REJOYCE	15	Triclopyr	4.0 lbs/gal or 61.6%	50% Triclopyr and 50% basal oil per solution	Petroleum Substitute	Required	5		0-50%	01	Treatment area marked in Pink flagging. Gate
7	T30N R7W S18	WEST KELLY U3	76	Triclopyr	4.0 lbs/gal or 61.6%	50% Triclopyr and 50% basal oil per solution	Petroleum Substitute	Required	5		9-40%	01-73 acres 03-3 acres	Pink flagging line on West unit boundary. Gate
8	T29N R4W S6	OLY SAWLOG 1	79	Triclopyr	4.0 lbs/gal or 61.6%	50% Triclopyr and 50% basal oil per solution	Petroleum Substitute	Required	5		0-60%	01	Gate
9	T29N R4W S6	OLYS REMAINS U1	4	Triclopyr	4.0 lbs/gal or 61.6%	50% Triclopyr and 50% basal oil per solution	Petroleum Substitute	Required	5		4-31%	01	Treatment area marked with Pink flagging. Gate
10	T30N R4W S28	KINGS GOLD U3	11	Triclopyr	4.0 lbs/gal or 61.6%	50% Triclopyr and 50% basal oil per solution	Petroleum Substitute	Required	5		18-60%	01	Gate
11	T29N R2W S22	DISCO TRIO U1	26	Triclopyr	4.0 lbs/gal or 61.6%	50% Triclopyr and 50% basal oil per solution	Petroleum Substitute	Required	5		0-30%	01	Treatment areas are marked with Pink flagging. Gate
12	T29N R1W S16	ELKHORN U1	47	Triclopyr	4.0 lbs/gal or 61.6%	50% Triclopyr and 50% basal oil per solution	Petroleum Substitute	Required	5		0-30%	03	Gate
13	T27N R2W S22	QUILCENE CELL SITE	2	Triclopyr	4.0 lbs/gal or 61.6%	50% Triclopyr and 50% basal oil per solution	Petroleum Substitute	Required	5		10-20%	01	Gate
			Total Acres for Item	389									

Contract period is from Monday, 4/23/2012, through Friday, 5/18/2012.

Current substitutions for triclopyr products allowed are: (Forestry) Garlon 4 (62719-40), Element 4 (62719-40), Tahoe 4E (228-517) and Alligare Triclopyr 4 (81927-11). Current substitutions for carriers allowed are: Web Oil (Wilbur-Ellis), Brush and Basal Oil (Helena), and Forest Crop Oil (Loveland).

Minimum crew size refers to number of herbicide applicators and not crew foremen.

Treatment Rates and Techniques: (Thinline) Apply herbicide with a backpack sprayer in a thin stream to all sides of the stems approximately 6" above the stem origin. The stream should be directed horizontally to produce a narrow band of herbicide around each stem. Stems over 1.5" in diameter should have complete circular coverage. Applicator's equipment and application method must be in compliance with herbicide labels and Department of Agriculture regulations. Avoid contact with conifers. Do not apply treatment when raining or stem surfaces are frozen. Herbicide dye must be compatible with petroleum substitute carrier and should be mixed at 2.5 ounces per gal of herbicide/oil solution (see Contract Clause 3-21.02). No water is included as part of the carrier. Herbicide must be mixed on site in the presence of the DNR compliance forester.

See attached maps for boundary descriptions.

Contract # 1355 Unit Map

Release, Ground Herbicide

Clallam County

Olympic Region, Straits District

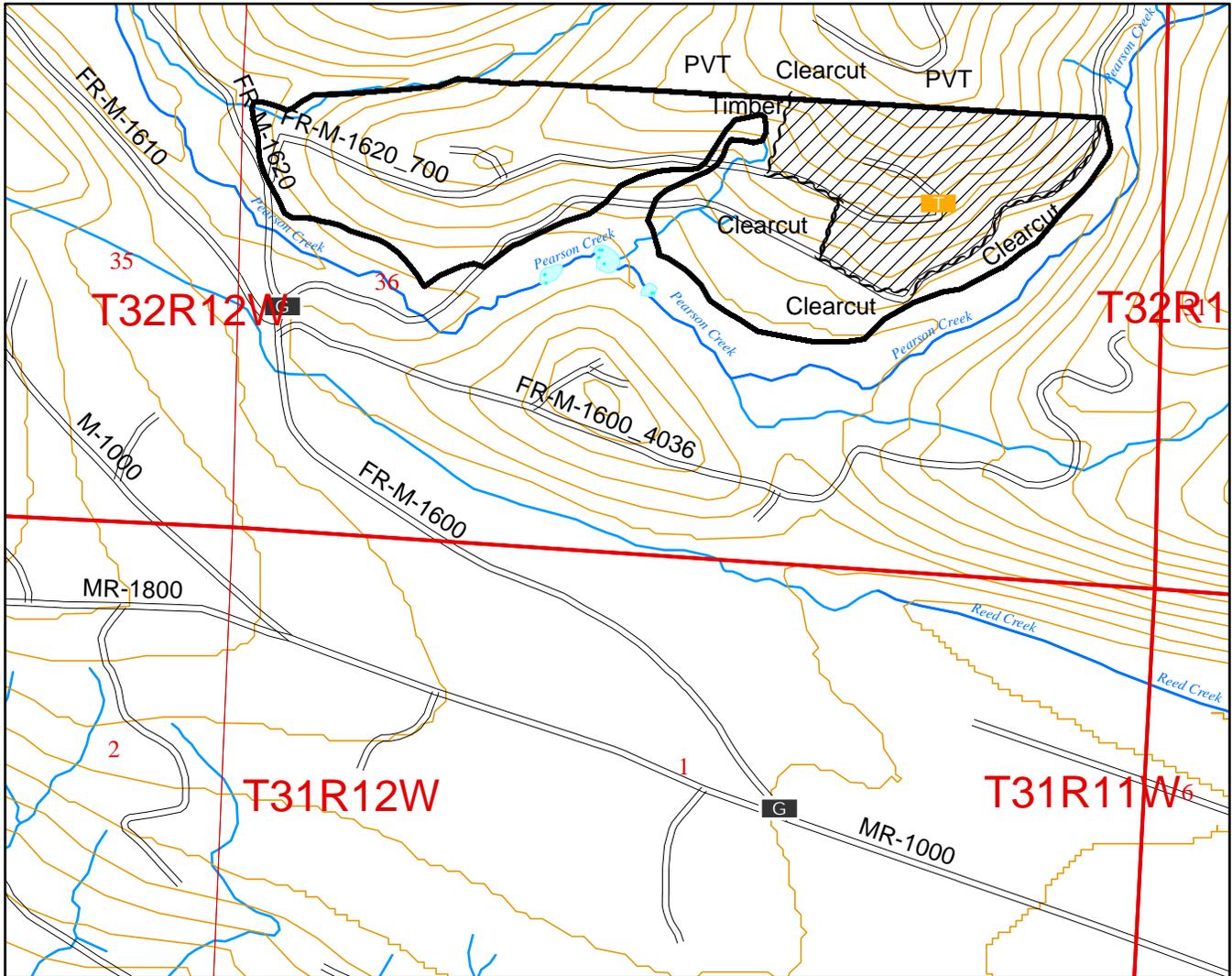
Item Number: A

Township 32 N Range 12 W Section 36

Unit Number: 1

Unit Name: **Section 16**

Treatment Acres: 29



Legend

1:12,000

- | | |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
|  House |  Gate |
|  Public Land Survey Townships |  Blocked Road |
|  Public Land Survey Sections |  Treatment Area |
|  Roads |  Pink Ribbon Line |
|  Contours 40-foot |  Unit Boundaries |
|  Streams |  Wetland Forested |



March 12, 2012

Contract # 1355 Unit Map

Release, Ground Herbicide

Clallam County

Olympic Region, Straits District

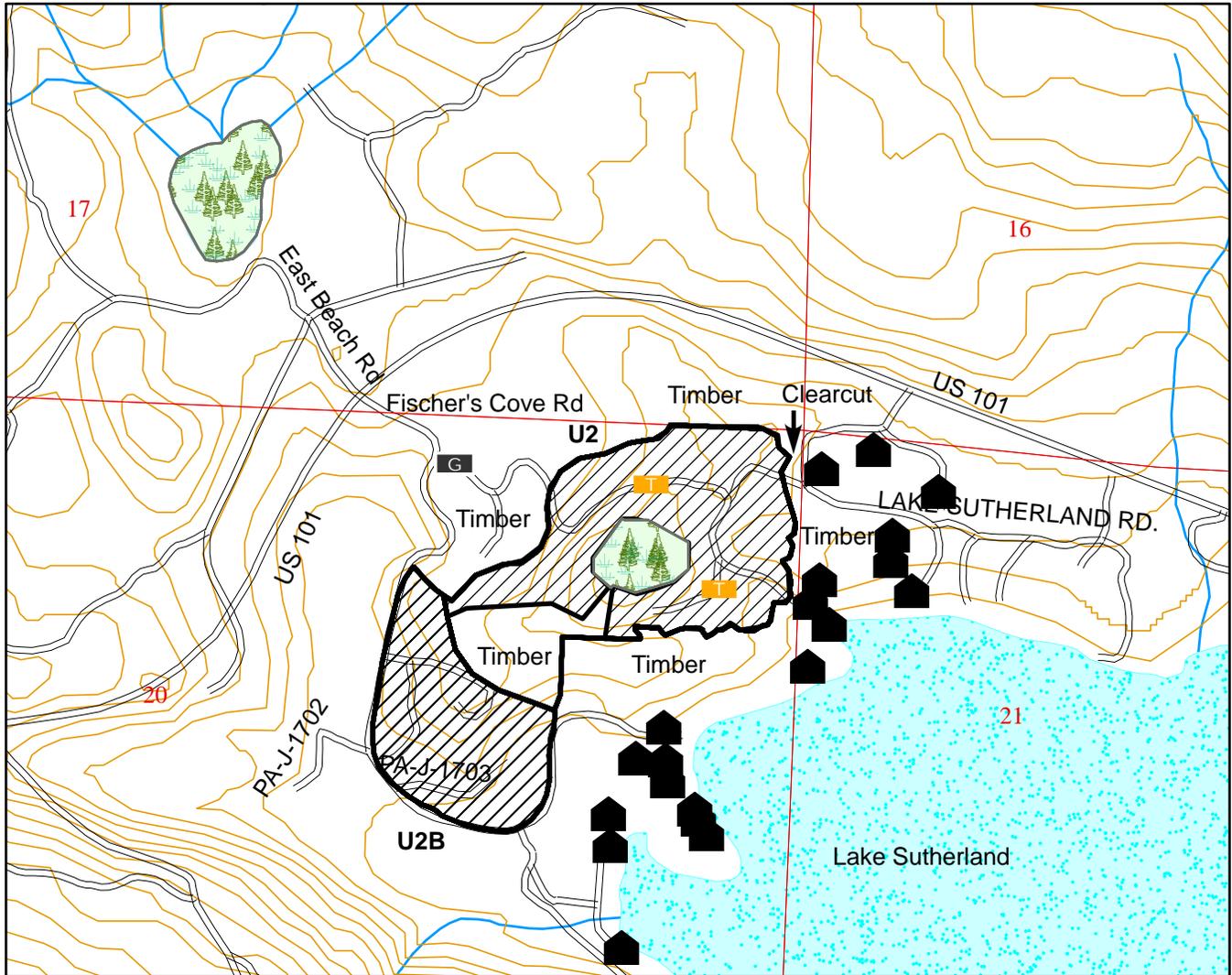
Item Number: A

Township 30 N Range 8 W Section 20

Unit Number: 2 & 3

Unit Name: **Fischer's Cove U2 & U2B**

Treatment Acres: 32 & 22



1:12,000

Legend

- House
- Public Land Survey Sections
- Roads
- Contours 40-foot
- Streams
- Gate
- Blocked Road
- Treatment Area
- Pink Ribbon Line
- Unit Boundaries
- Wetland Forested



March 12, 2012

Contract # 1355 Unit Map

Release, Ground Herbicide

Clallam County

Olympic Region, Straits District

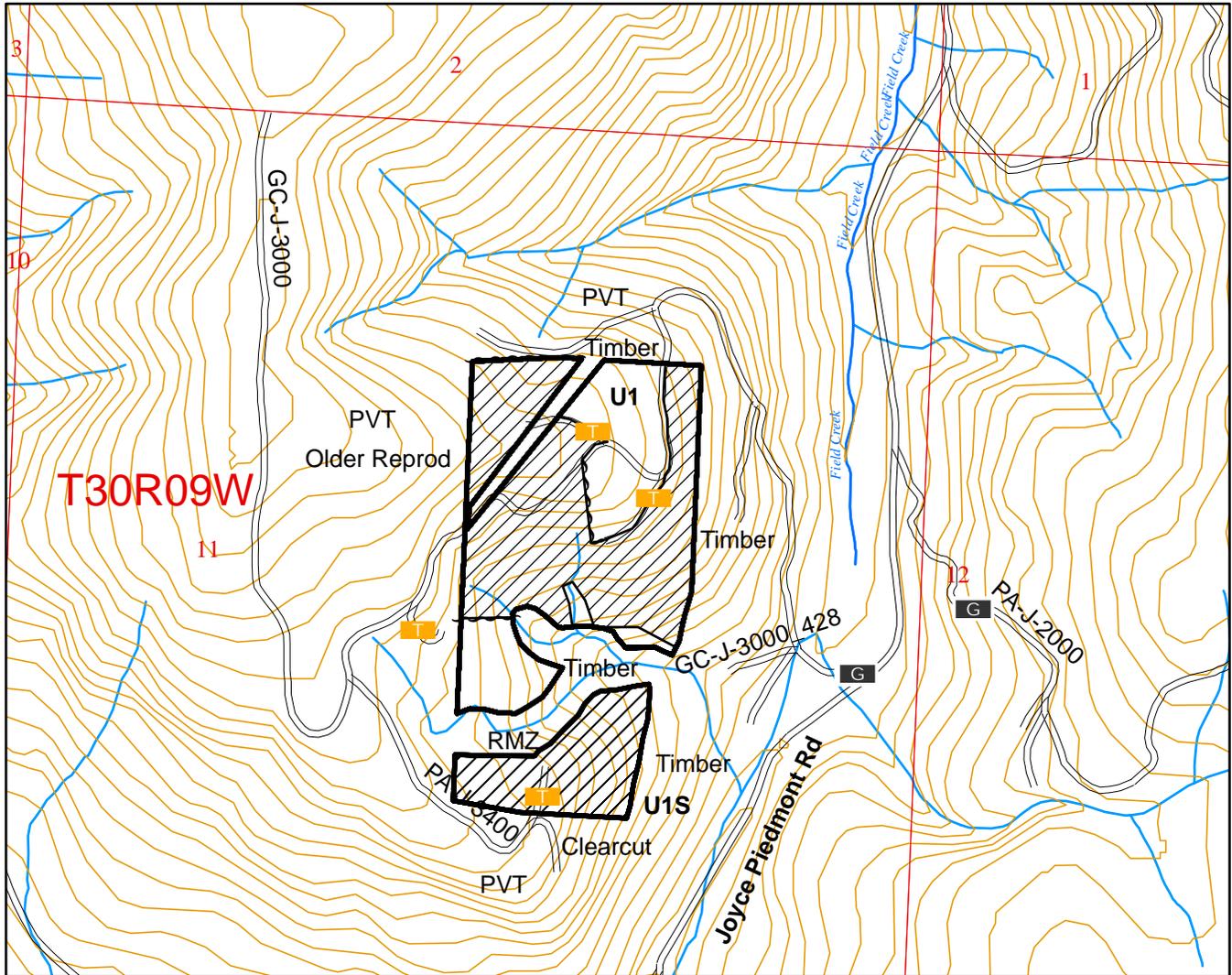
Item Number: A

Township 30 N Range 9 W Section 11

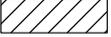
Unit Number: 4 & 5

Unit Name: **Piedmont Hill U1 & U1S**

Treatment Acres: 34 & 12



Legend

- | | | | |
|-------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------------------------------------|------------------|
|  | House |  | Gate |
|  | Public Land Survey Townships |  | Blocked Road |
|  | Public Land Survey Sections |  | Treatment Area |
|  | Roads |  | Pink Ribbon Line |
|  | Contours 40-foot |  | Unit Boundaries |
|  | Streams |  | Wetland Forested |

1:12,000



March 12, 2012

Contract # 1355 Unit Map

Release, Ground Herbicide

Clallam County

Olympic Region, Straits District

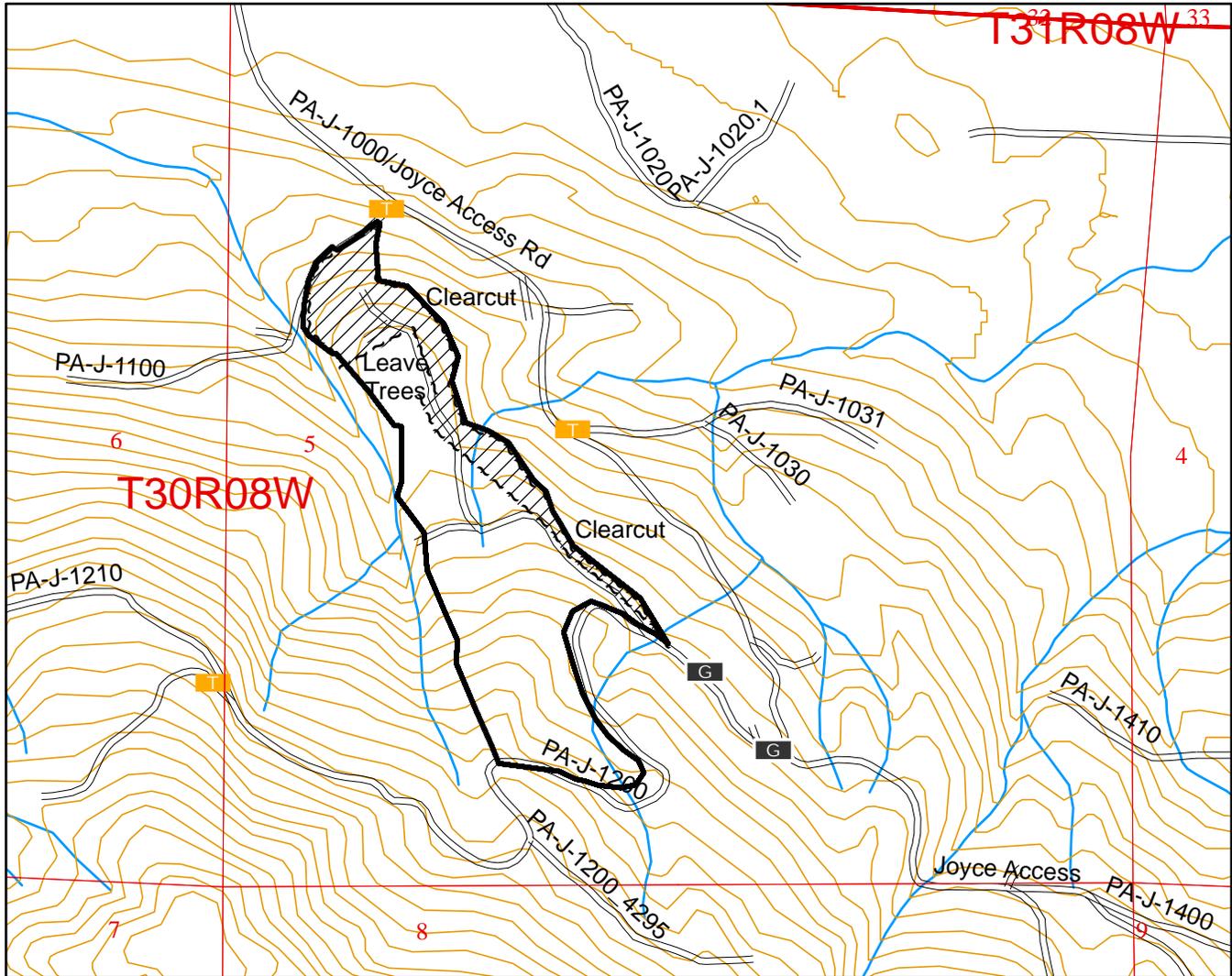
Item Number: A

Township 30 N Range 8 W Section 5

Unit Number: 6

Unit Name: **Rejoyce**

Treatment Acres: 15



Legend

1:12,000

- | | | | |
|-------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------------------------------------|------------------|
|  | House |  | Gate |
|  | Public Land Survey Townships |  | Blocked Road |
|  | Public Land Survey Sections |  | Treatment Area |
|  | Roads |  | Pink Ribbon Line |
|  | Contours 40-foot |  | Unit Boundaries |
|  | Streams |  | Wetland Forested |



March 12, 2012

Contract # 1355 Unit Map

Release, Ground Herbicide

Clallam County

Olympic Region, Straits District

Item Number: A

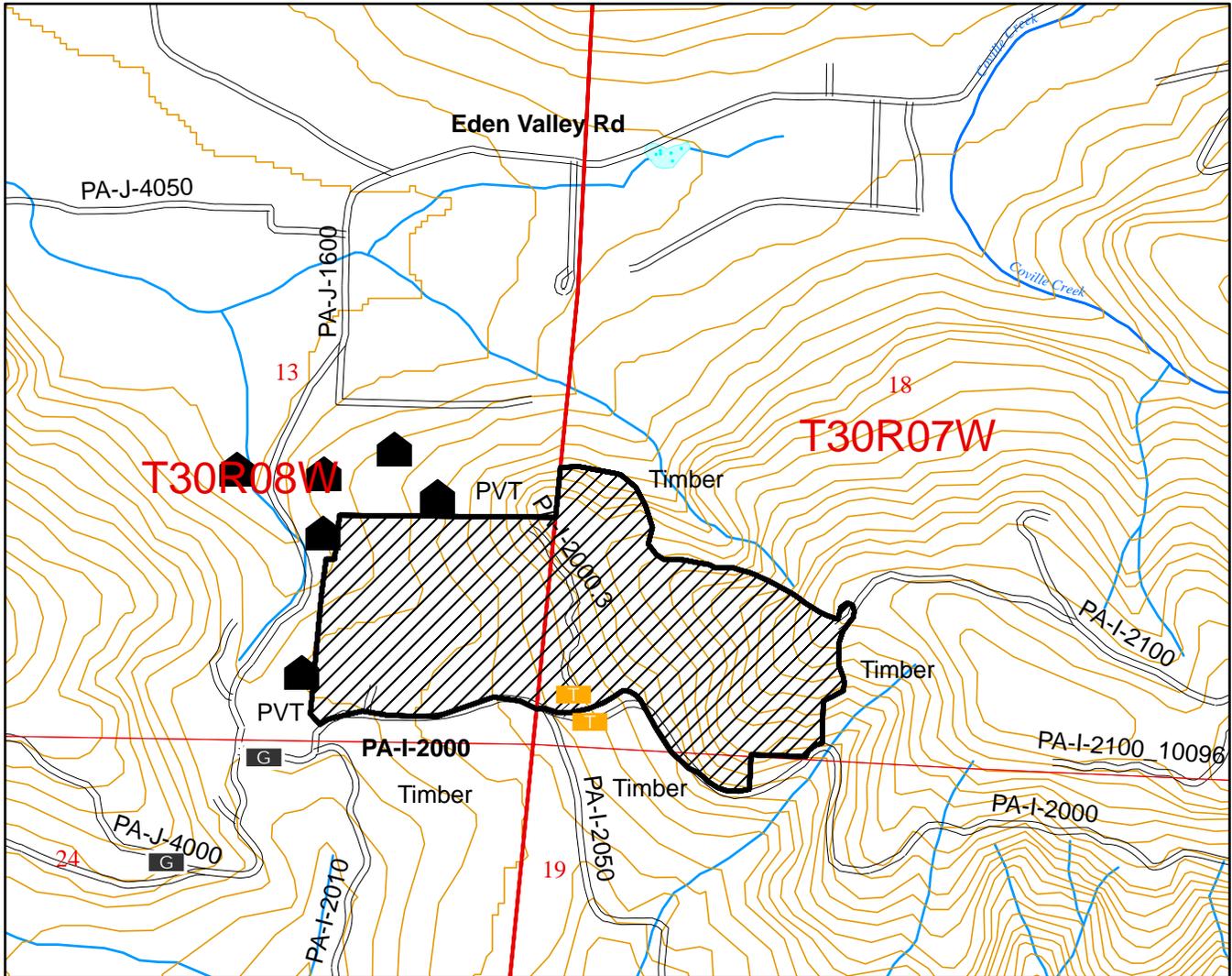
Township 30 N Range 7 W Section 18

Unit Number: 7

Township 30 N Range 8 W Section 13

Unit Name: **West Kelly U3**

Treatment Acres: 76



Legend

1:12,000

- | | | | |
|--|------------------------------|--|------------------|
| | House | | Gate |
| | Public Land Survey Townships | | Blocked Road |
| | Public Land Survey Sections | | Treatment Area |
| | Roads | | Pink Ribbon Line |
| | Contours 40-foot | | Unit Boundaries |
| | Streams | | Wetland Forested |



March 12, 2012

Contract # 1355 Unit Map

Release, Ground Herbicide

Clallam County

Olympic Region, Straits District

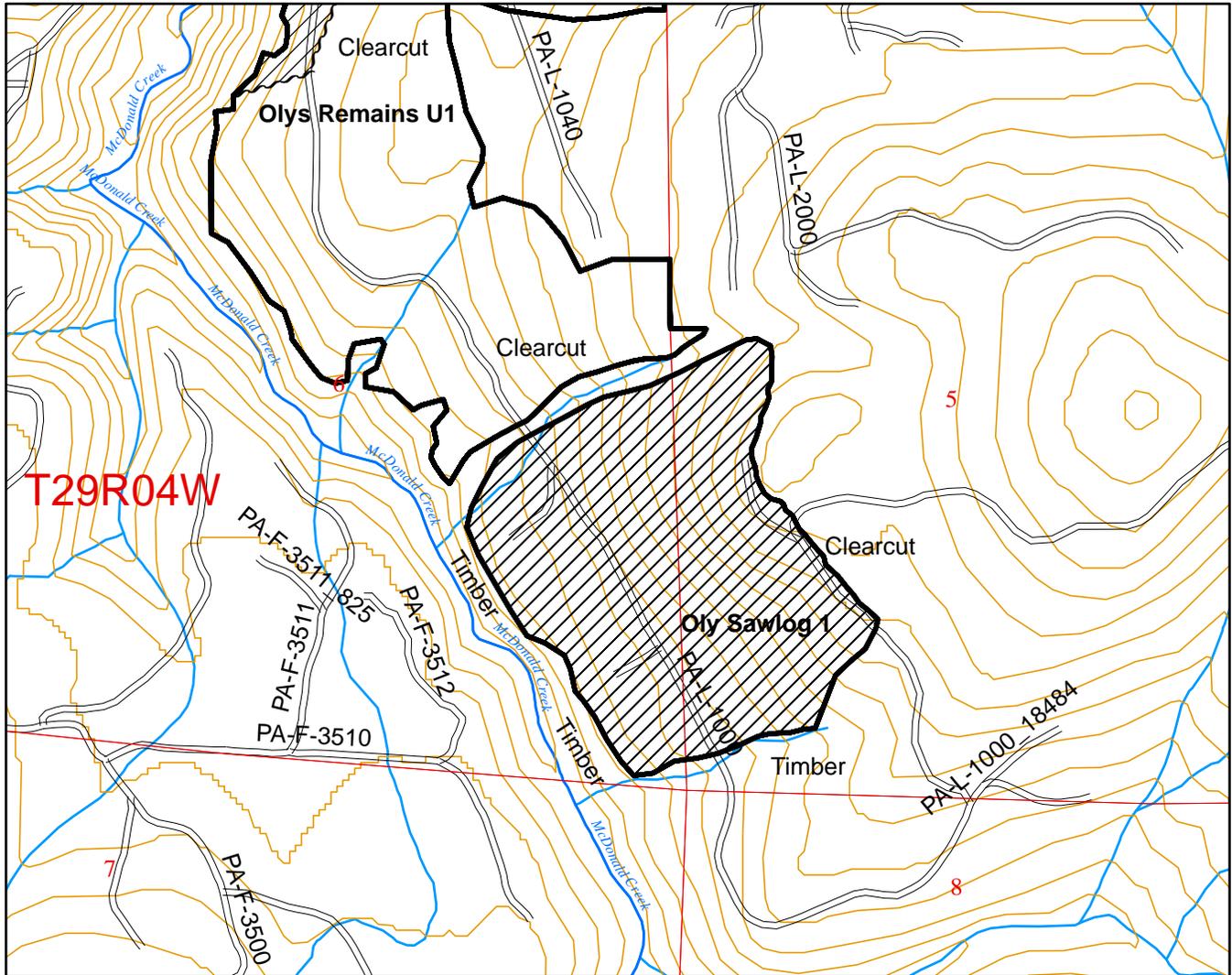
Item Number: A

Township 29 N Range 4 W Section 6

Unit Number: 8

Unit Name: **Oly Sawlog 1**

Treatment Acres: 79



Legend

1:12,000

- | | | | |
|-------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------------------------------------|------------------|
|  | House |  | Gate |
|  | Public Land Survey Townships |  | Blocked Road |
|  | Public Land Survey Sections |  | Treatment Area |
|  | Roads |  | Pink Ribbon Line |
|  | Contours 40-foot |  | Unit Boundaries |
|  | Streams |  | Wetland Forested |



March 12, 2012

Contract # 1355 Unit Map

Release, Ground Herbicide

Clallam County

Olympic Region, Straits District

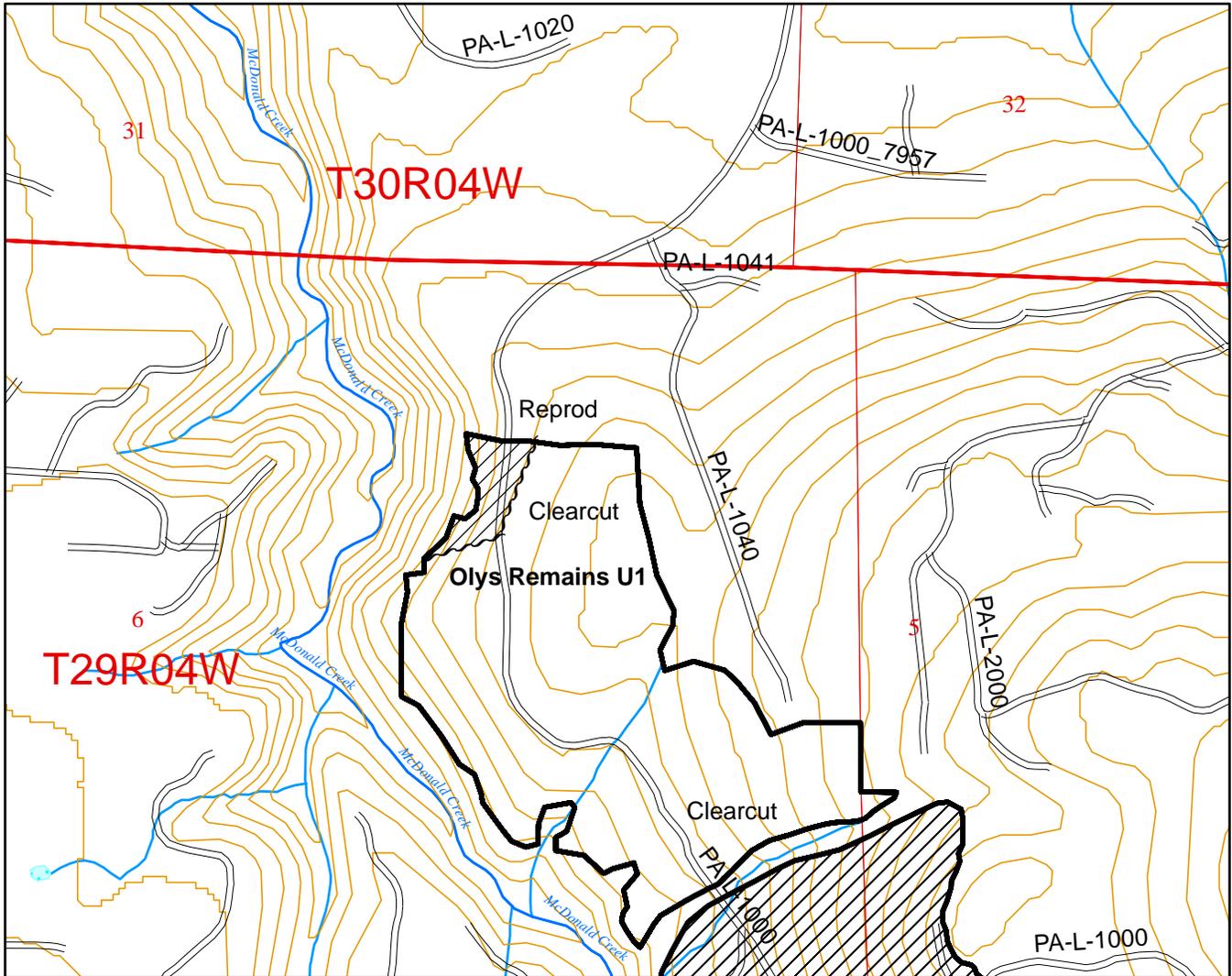
Item Number: A

Township 29 N Range 4 W Section 6

Unit Number: 9

Unit Name: **Olys Remains U1**

Treatment Acres: 4



Legend

1:12,000

- | | |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
|  House |  Gate |
|  Public Land Survey Townships |  Blocked Road |
|  Public Land Survey Sections |  Treatment Area |
|  Roads |  Pink Ribbon Line |
|  Contours 40-foot |  Unit Boundaries |
|  Streams |  Wetland Forested |



March 12, 2012

Contract # 1355 Unit Map

Release, Ground Herbicide

Clallam County

Olympic Region, Straits District

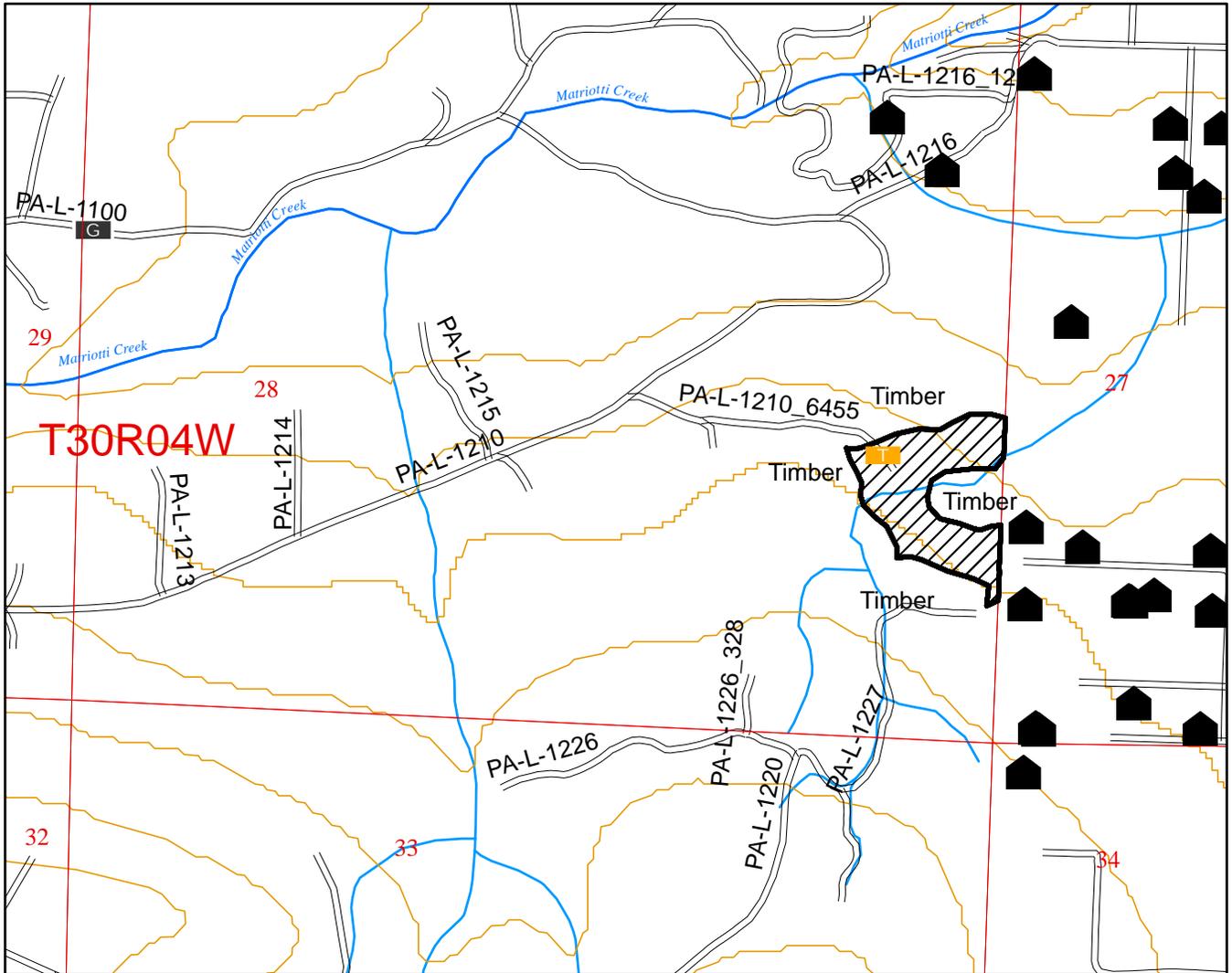
Item Number: A

Township 30 N Range 4 W Section 28

Unit Number: 10

Unit Name: **Kings Gold U3**

Treatment Acres: 11



Legend

1:12,000

- | | |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
|  House |  Gate |
|  Public Land Survey Townships |  Blocked Road |
|  Public Land Survey Sections |  Treatment Area |
|  Roads |  Pink Ribbon Line |
|  Contours 40-foot |  Unit Boundaries |
|  Streams |  Wetland Forested |



March 12, 2012

Contract # 1355 Unit Map

Release, Ground Herbicide

Jefferson County

Olympic Region, Straits District

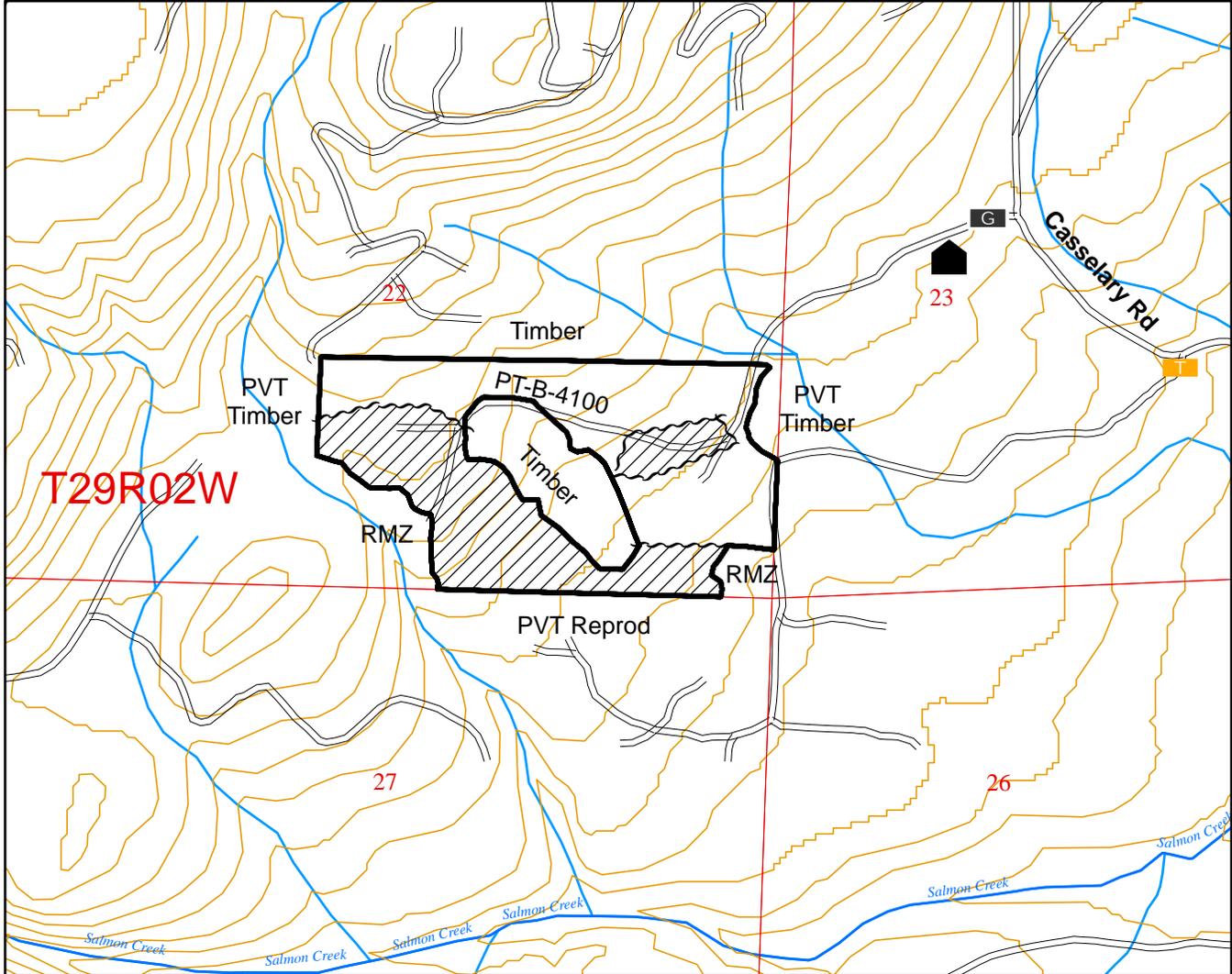
Item Number: A

Township 29 N Range 2 W Section 22

Unit Number: 11

Unit Name: **Disco Trio U1**

Treatment Acres: 26



Legend

1:12,000

- | | |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
|  House |  Gate |
|  Public Land Survey Townships |  Blocked Road |
|  Public Land Survey Sections |  Treatment Area |
|  Roads |  Pink Ribbon Line |
|  Contours 40-foot |  Unit Boundaries |
|  Streams |  Wetland Forested |



March 12, 2012

Contract # 1355 Unit Map

Release, Ground Herbicide

Jefferson County

Olympic Region, Straits District

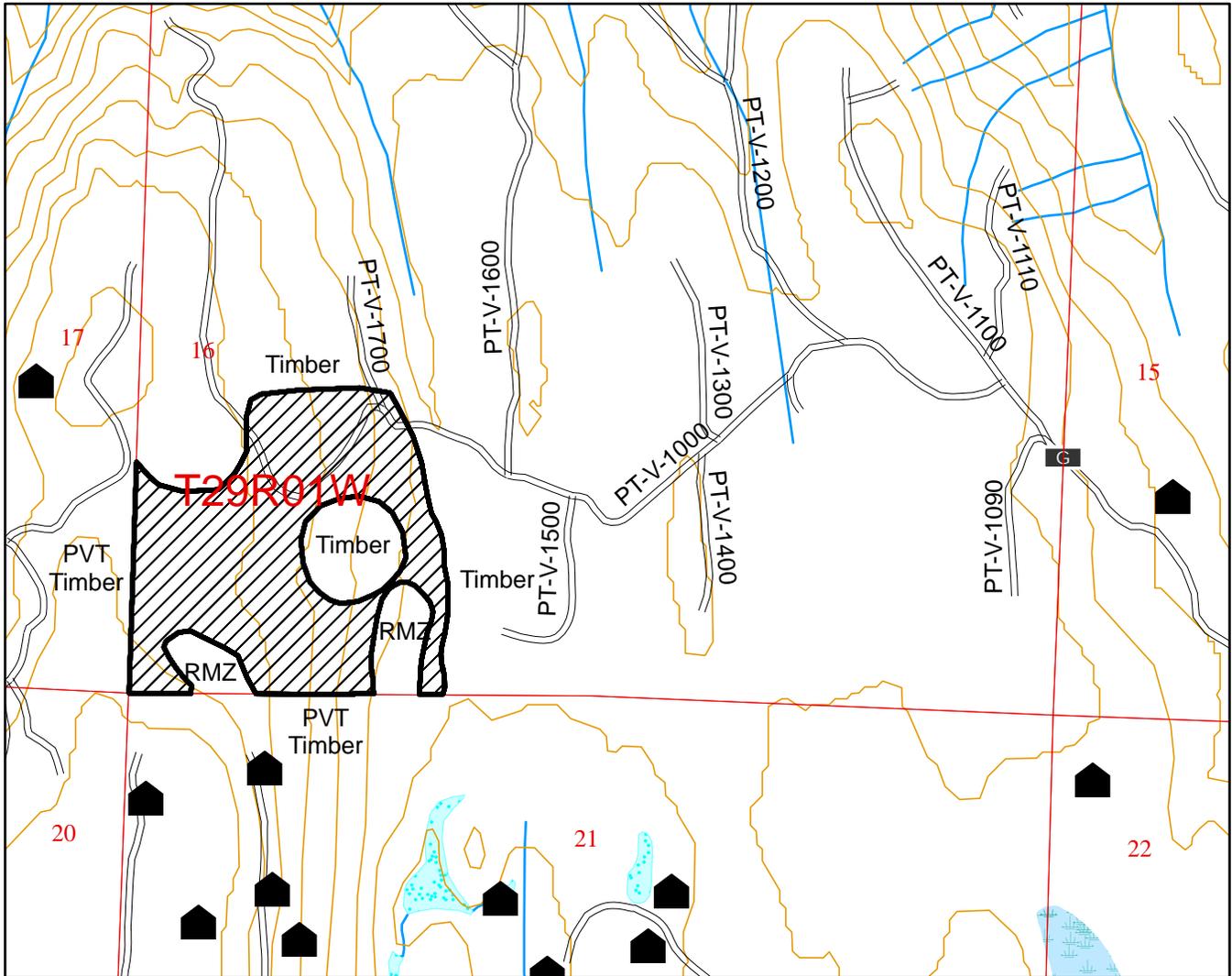
Item Number: A

Township 29 N Range 1 W Section 16

Unit Number: 12

Unit Name: **Elkhorn U1**

Treatment Acres: 47



Legend

1:12,000

- | | |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
|  House |  Gate |
|  Public Land Survey Townships |  Blocked Road |
|  Public Land Survey Sections |  Treatment Area |
|  Roads |  Pink Ribbon Line |
|  Contours 40-foot |  Unit Boundaries |
|  Streams |  Wetland Forested |



March 12, 2012

Contract # 1355 Unit Map

Release, Ground Herbicide

Jefferson County

Olympic Region, Straits District

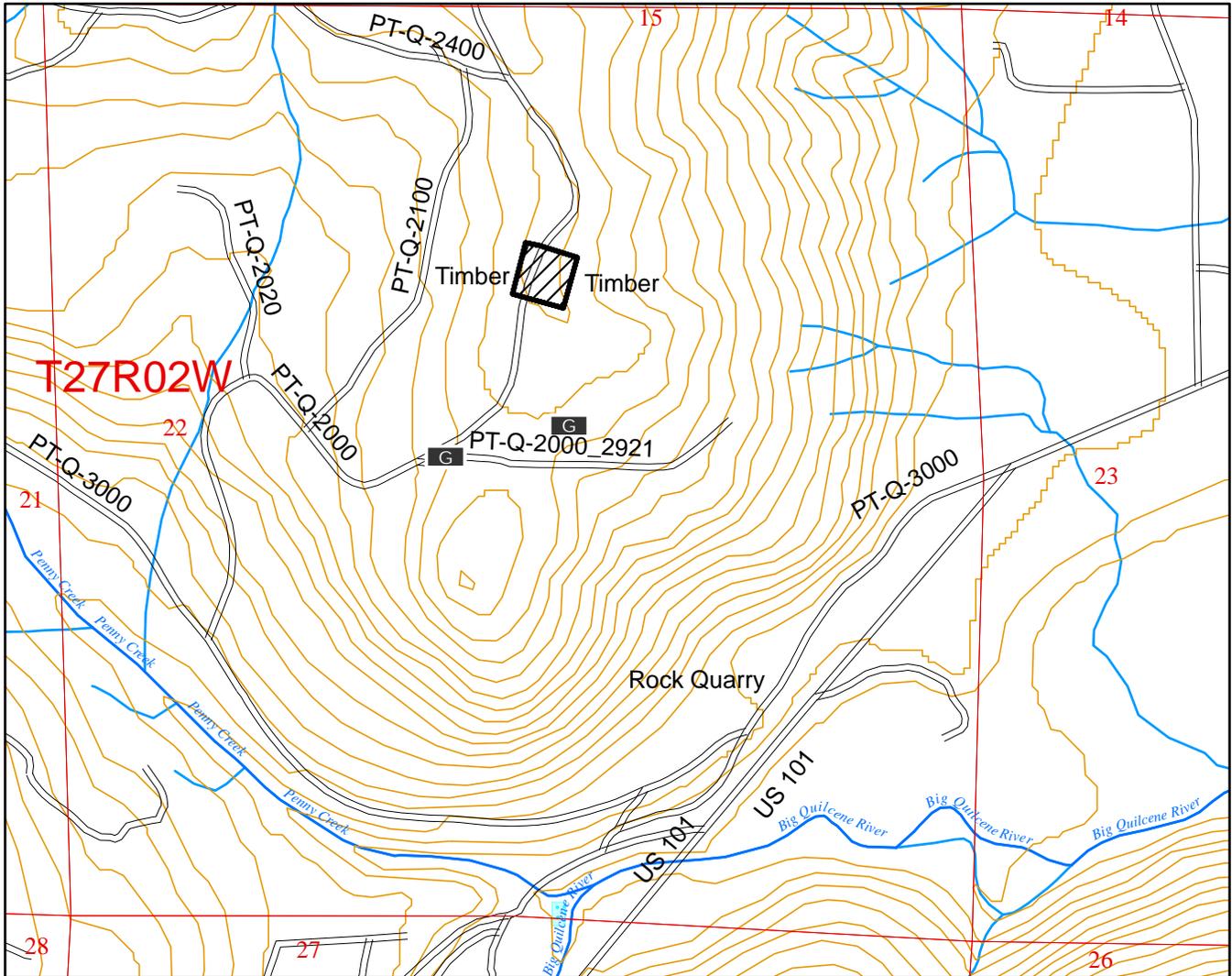
Item Number: A

Township 27 N Range 2 W Section 22

Unit Number: 13

Unit Name: **Quilcene Cell Site**

Treatment Acres: 2



Legend

1:12,000

- | | | | |
|-------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------------------------------------|------------------|
|  | House |  | Gate |
|  | Public Land Survey Townships |  | Blocked Road |
|  | Public Land Survey Sections |  | Treatment Area |
|  | Roads |  | Pink Ribbon Line |
|  | Contours 40-foot |  | Unit Boundaries |
|  | Streams |  | Wetland Forested |

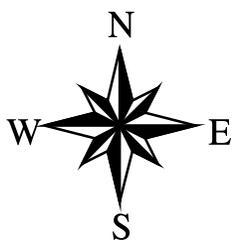
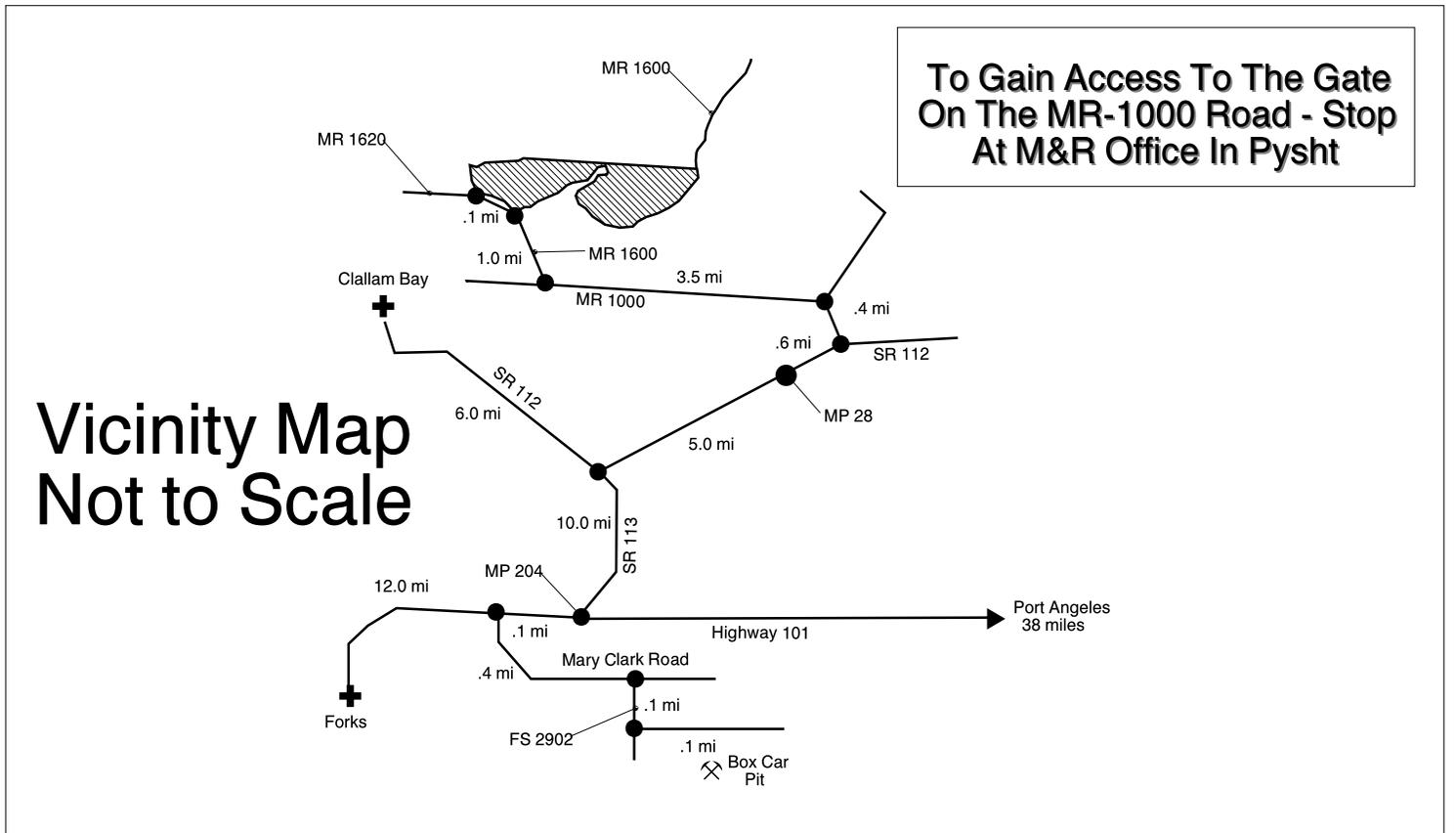
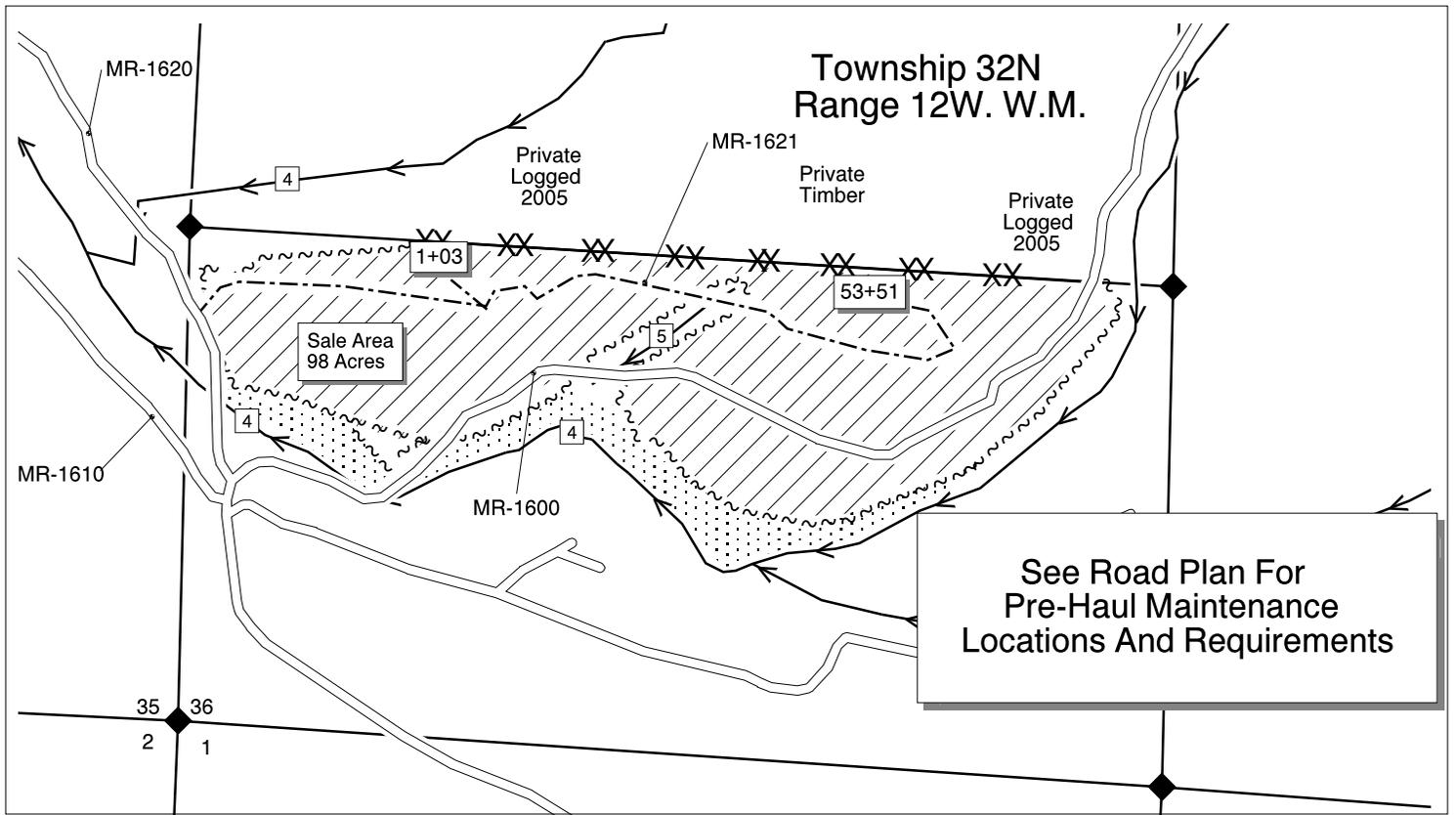


March 12, 2012

TIMBER SALE MAP

SALE NAME: SECTION 16
AGREEMENT NO: 30-081052
TRUST(S): Common School

REGION: Olympic
COUNTY(S): Clallam



Drawn By: M. Helms
 Date: December 17, 2007
 Scale: 1" = 1000'

500 0 500 Feet

Elevation: 0 - 500'

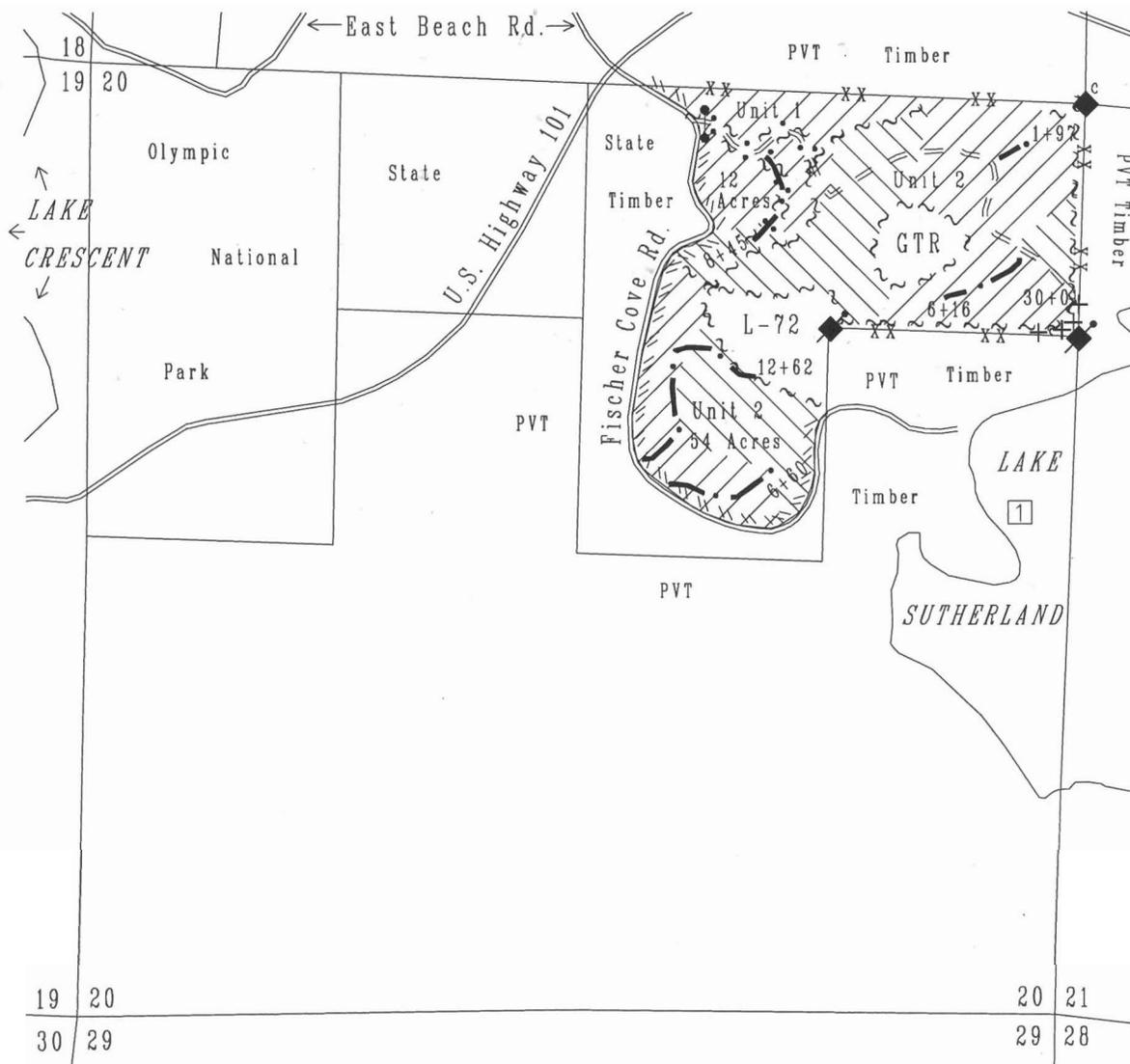
Legend			
~~~~~	Timber Sale Boundary Tags		Cable Only
~~~~~	Leave Tree Area Tags		RMZ
————	Property Line		Stream
====	Existing Road		Stream Type
-----	Optional Construction		Survey Monument
⊗	Rock Pit		

TIMBER SALE MAP

SALE NAME: FISCHER'S COVE
 AGREEMENT NO.: 30-055597
 TRUST(S): Forest Board Transfer

REGION: Olympic
 COUNTY(S): Clallam

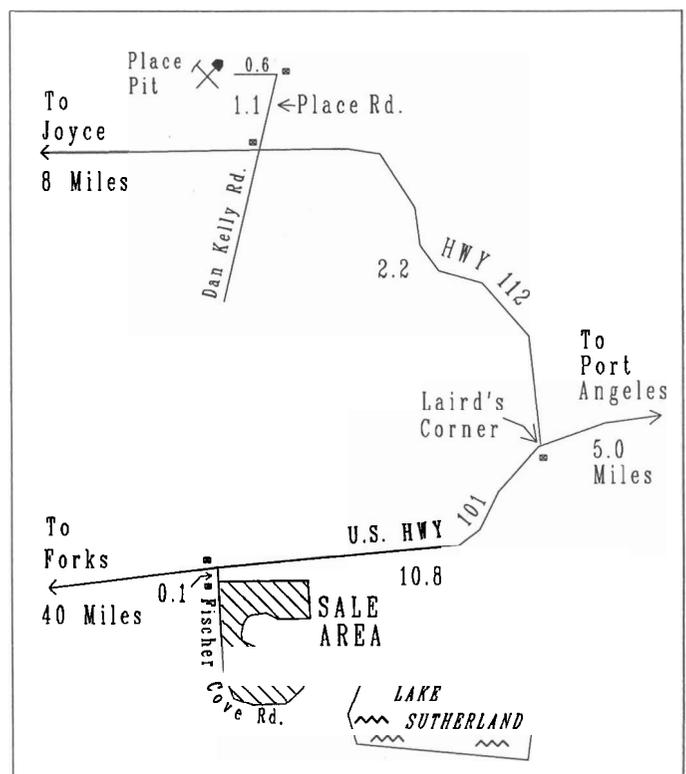
T30N R08W



LEGEND

- Cable/Ground Methods
- Highlead
- Sale Area Boundary Tags
- R/W Boundary Tags
- Management Line
- Roads**
 - Existing Road
 - Required Construction
 - Optional Construction
- Survey Monuments**
 - Concrete
 - Iron Pipe
- Water Type
- Orange Marked Leave Trees
- 100 ft Pullback Area
- GTR Green Tree Retention
- Gate Installation

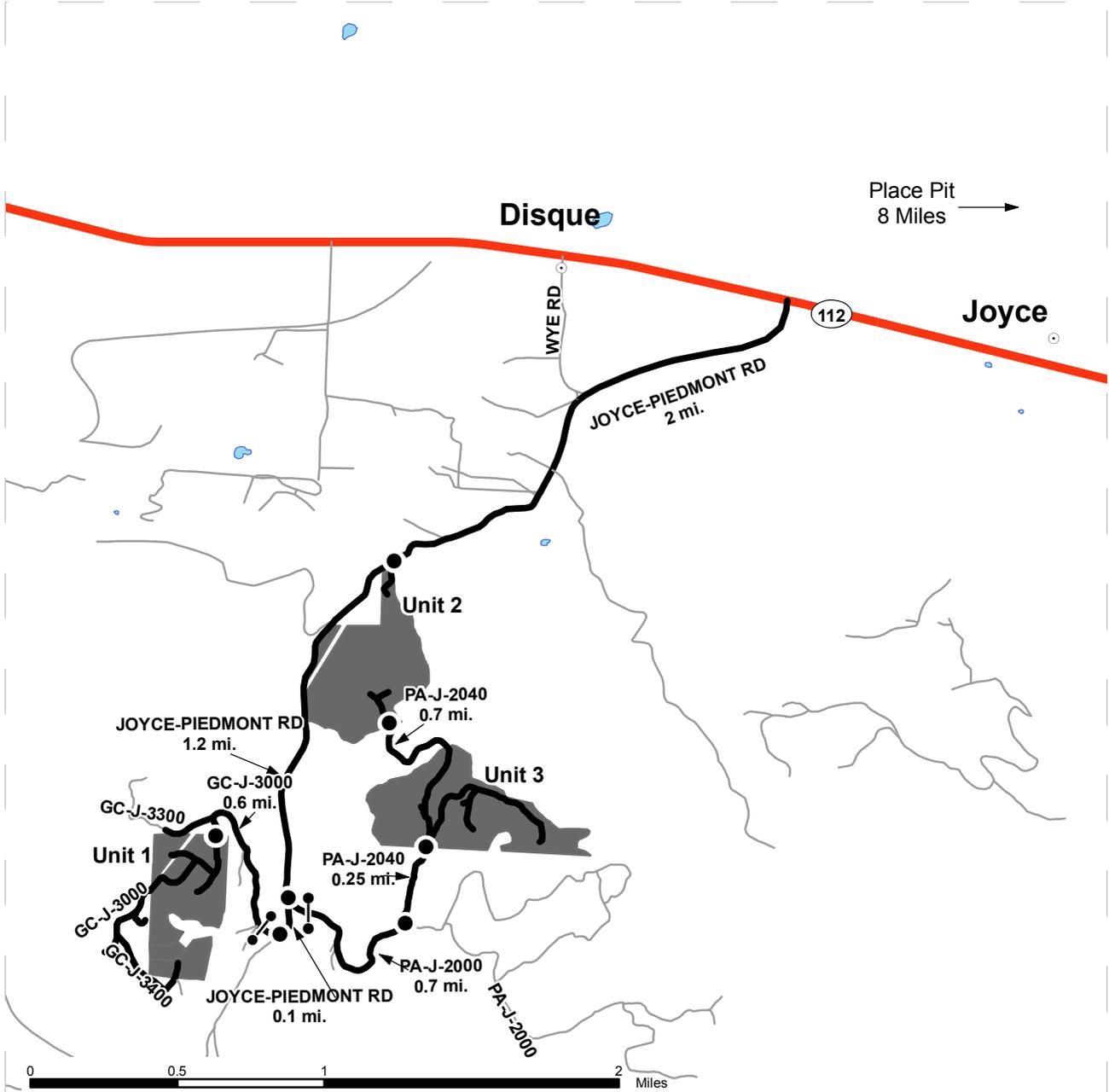
Scale 1" = 1000'
 Drawn By: LWW
 Date: 1/9/97



DRIVING MAP

SALE NAME: PIEDMONT HILL
AGREEMENT#: Not Defined.
TOWNSHIP(S): T30R08W, T30R09W
TRUST(S): State Forest Board Transfer(1), Capitol Grant(7)

REGION: Olympic Region
COUNTY(S): CLALLAM
ELEVATION RGE: 666-2162



- Timber Sale Unit
- Other Route
- Haul Route
- Highways
- Town & City Locations
- Distance Indicator
- Gate (AA-1)

DRIVING DIRECTIONS:

From state route 112 turn onto the Joyce-Piedmont county rd. and follow for 2 miles to unit 2.

From unit 2 continue South on the Joyce-Piedmont county rd. and follow for 1.2 mi. Then turn left (East) onto the PA-J-2000 and follow for .7 mi.

From the PA-J-2000 and the Joyce-Piedmont county rd. intersection continue South for .1 mi. Then turn right (West) onto the GC-J-3000 and follow for .6 mi to unit 1. Then turn left (North) onto the PA-J-2040 and follow for .25 mi. to unit 3.

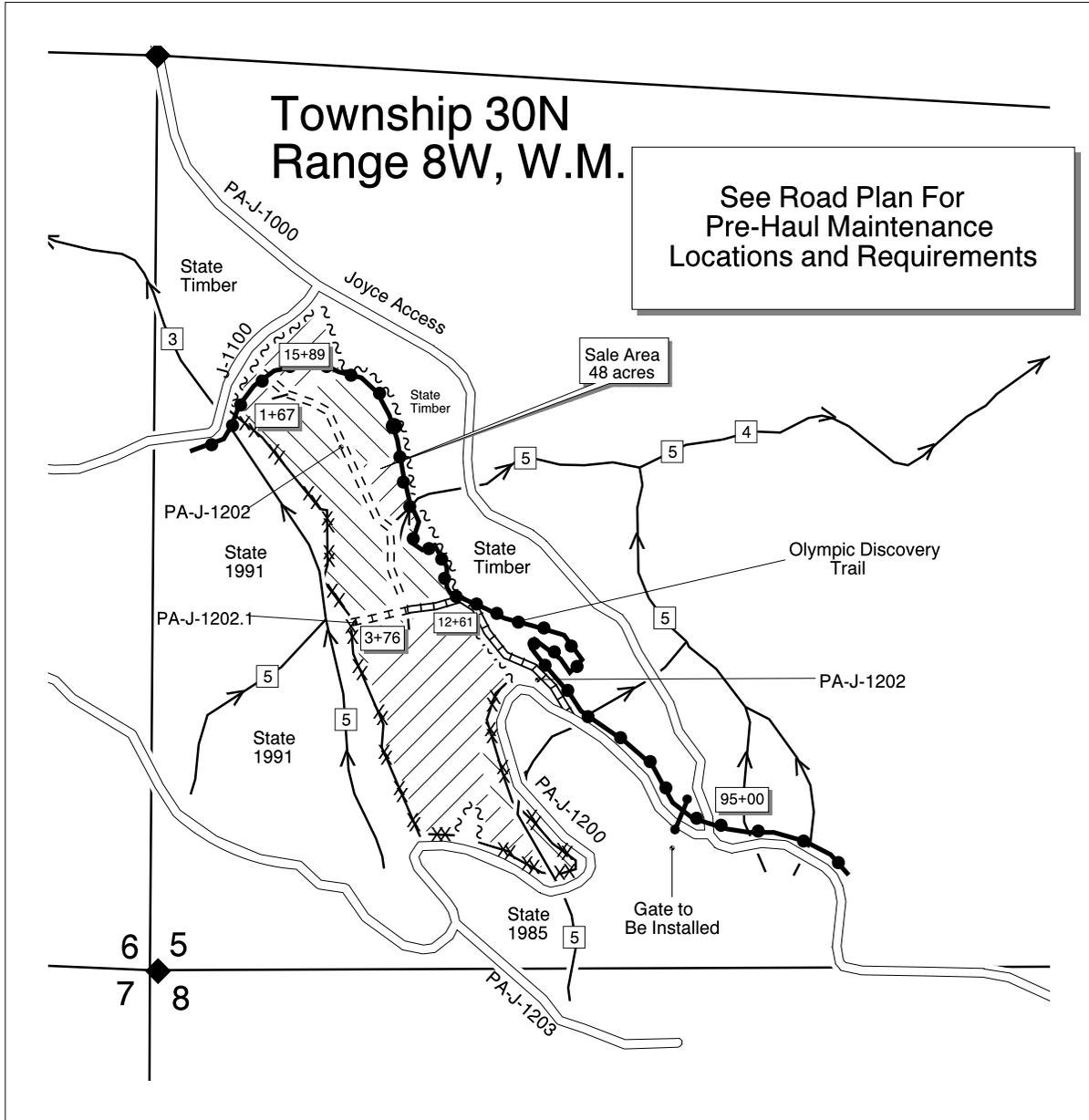
See separate map for Place Pit location and driving directions.



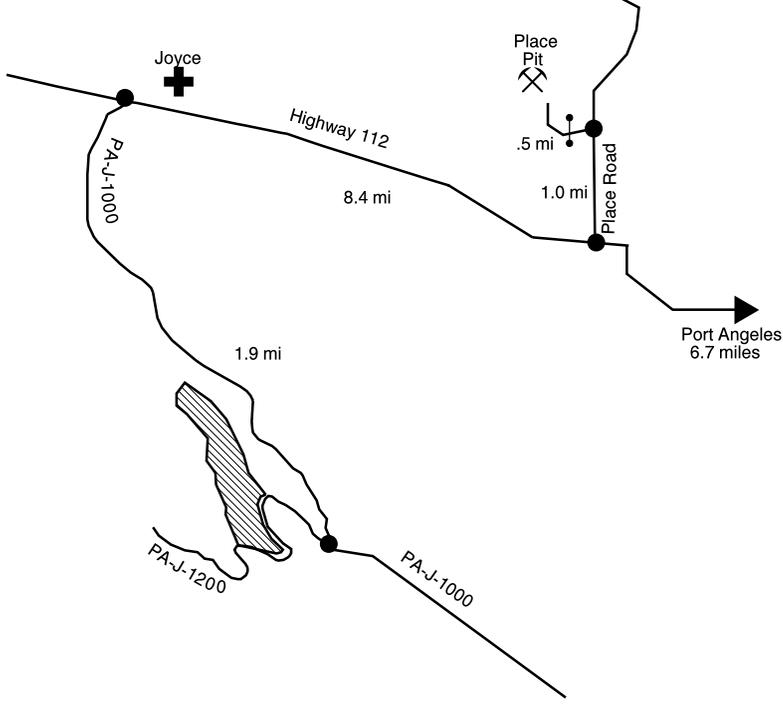
TIMBER SALE MAP

SALE NAME: REJOYCE
 AGREEMENT NO: 30-080578
 TRUST(S): Forest Board Transfer

REGION: Olympic
 COUNTY(S): Clallam



Vicinity Map Not To Scale



Legend

- ~~~~~ Timber Sale Boundary Tags
- ✕-✕ Management Line
- Olympic Discovery Trail
- ▨ Cable
- ▨ Shovel or Tracked Skidder
- Existing Road
- - - - - Required Construction
- ▤ Required Reconstruction
- · - · - Optional Construction
- ▤ Optional Reconstruction
- Stream
- * Stream Type Break
- 3 Stream Type
- ⊗ Rock Pit
- ◆ Survey Monument
- Gate

Drawn By: M. Helms
 Date: March 7, 2007
 Scale: 1" = 1000'



Elevation: 800 - 1400'

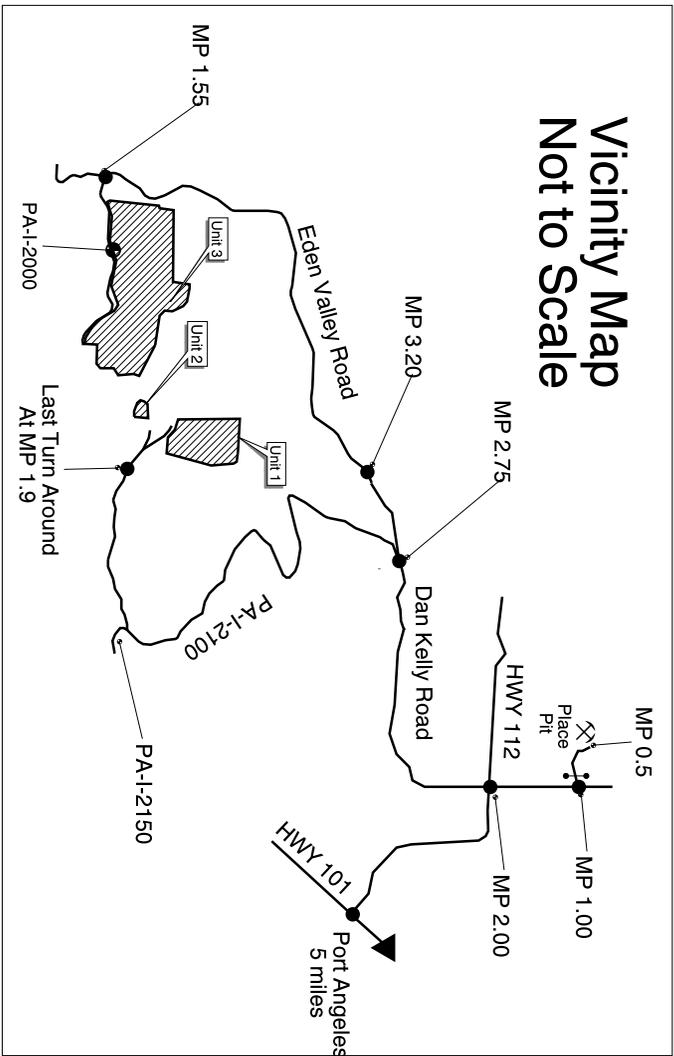
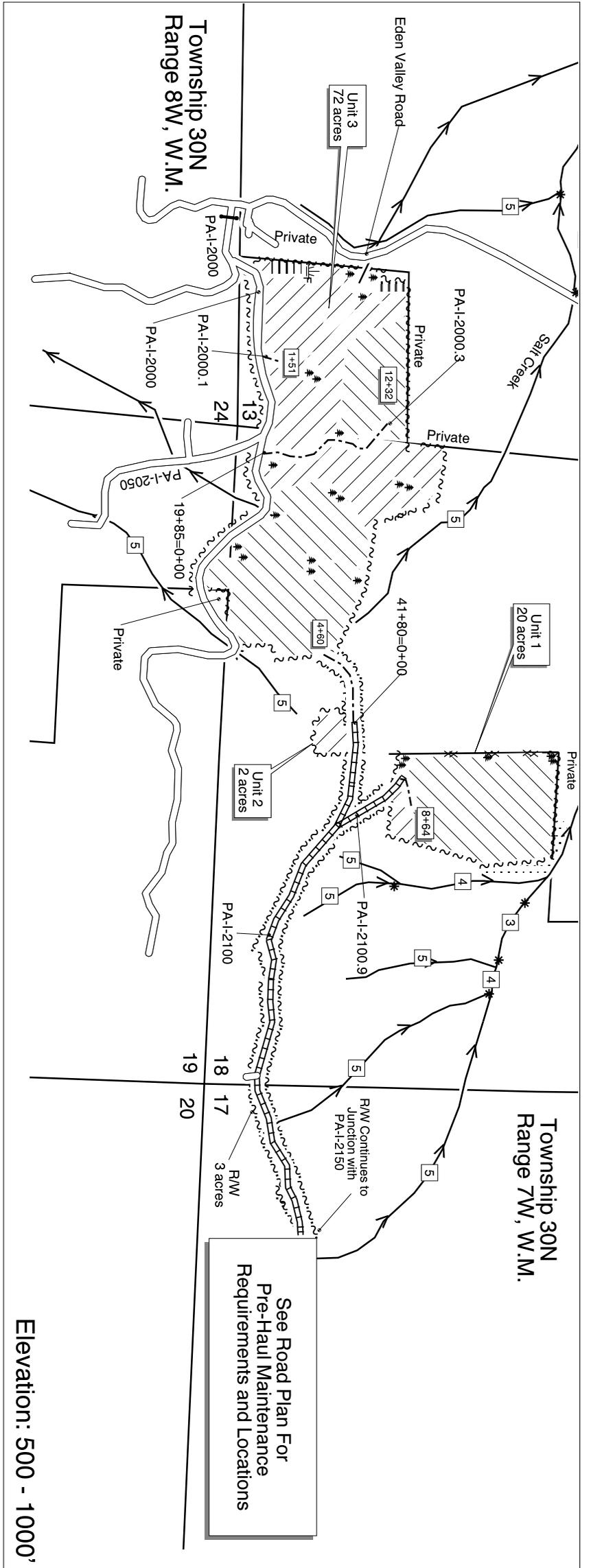
TIMBER SALE MAP

SALE NAME: WEST KELLY
AGREEMENT NO: 30-077448
TRUST(S): Forest Board Transfer, Common School

REGION: Olympic
COUNTY(S): Clallam

Legend

	Timber Sale Boundary Tags		Highlead
	R/W Boundary Tags		Shovel
	Private Boundary		RMZ
	Management Lines		Hazard Abatement
	Existing Road		Streams
	Optional Construction		Stream Type Breaks
	Required Reconstruction		Stream Type
	Survey Monument		Gate
	Rock Pit		Wetland
	Leave Tree Areas (bounded by Leave Tree Area tags)		



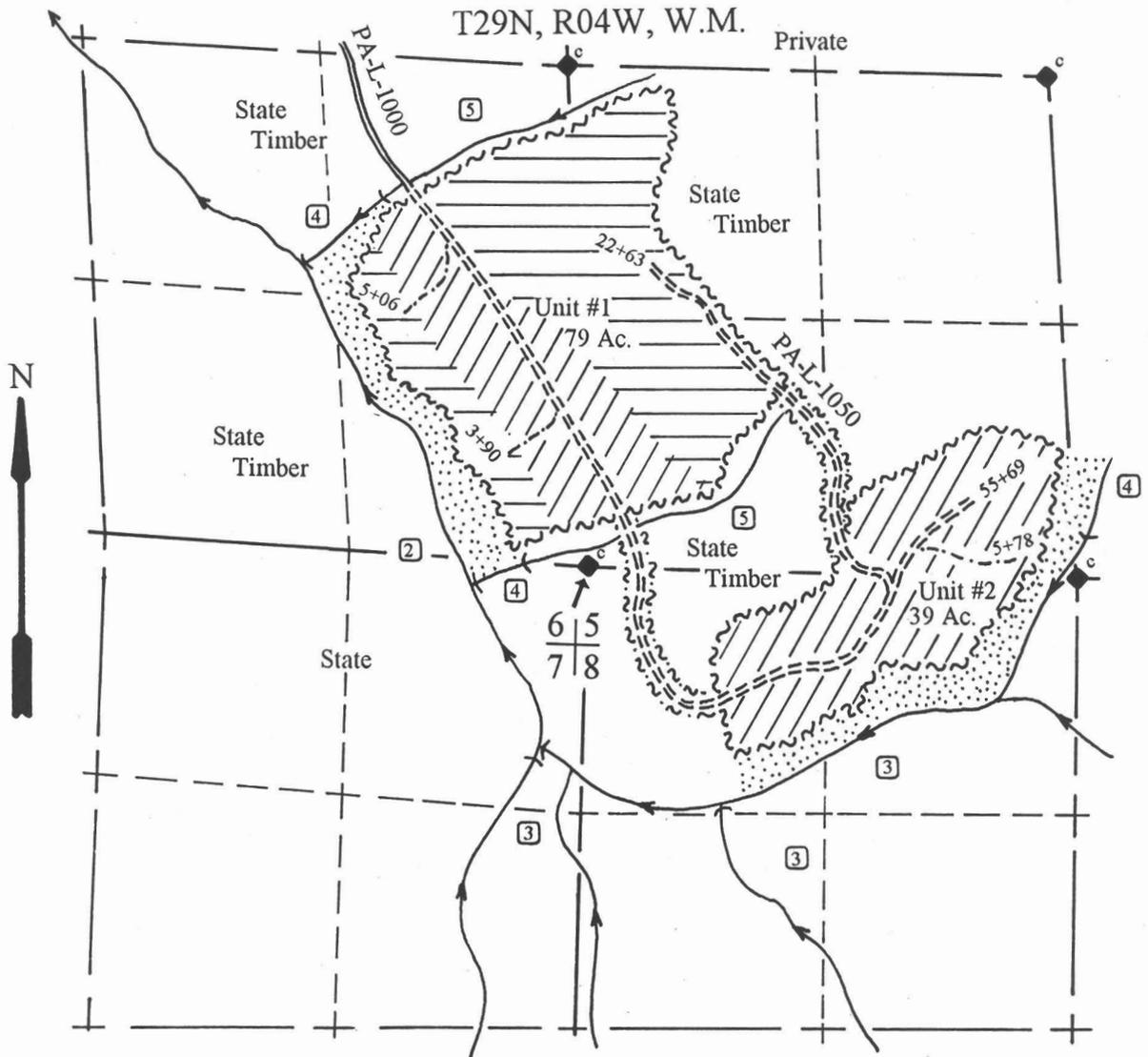
Drawn By: Michelle Helms
 Date: March 2, 2006
 Scale: 1" = 1000'



TIMBER SALE MAP

SALE NAME: OLY SAWLOG
 AGREEMENT NO.: 30-070986
 TRUST(S): Forest Board Transfer

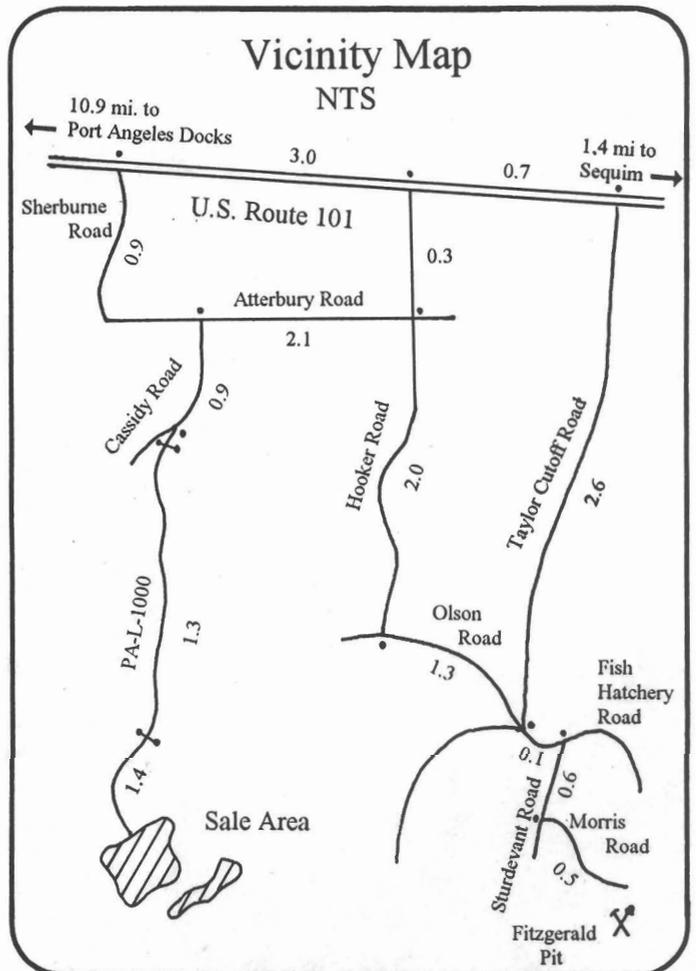
REGION: Olympic
 COUNTY(S): Clallam



Legend

- Cable, Ground, and/or Shovel Methods
- Cable Methods Only
- Sale Area Boundary Tags
- Right-of-Way Boundary Tags
- Roads
 - Existing
 - Required Construction
 - Optional Construction
- Rock Source
- Gate
- Concrete Survey Corner
- Stream
- Stream Type
- Riparian Management Zone

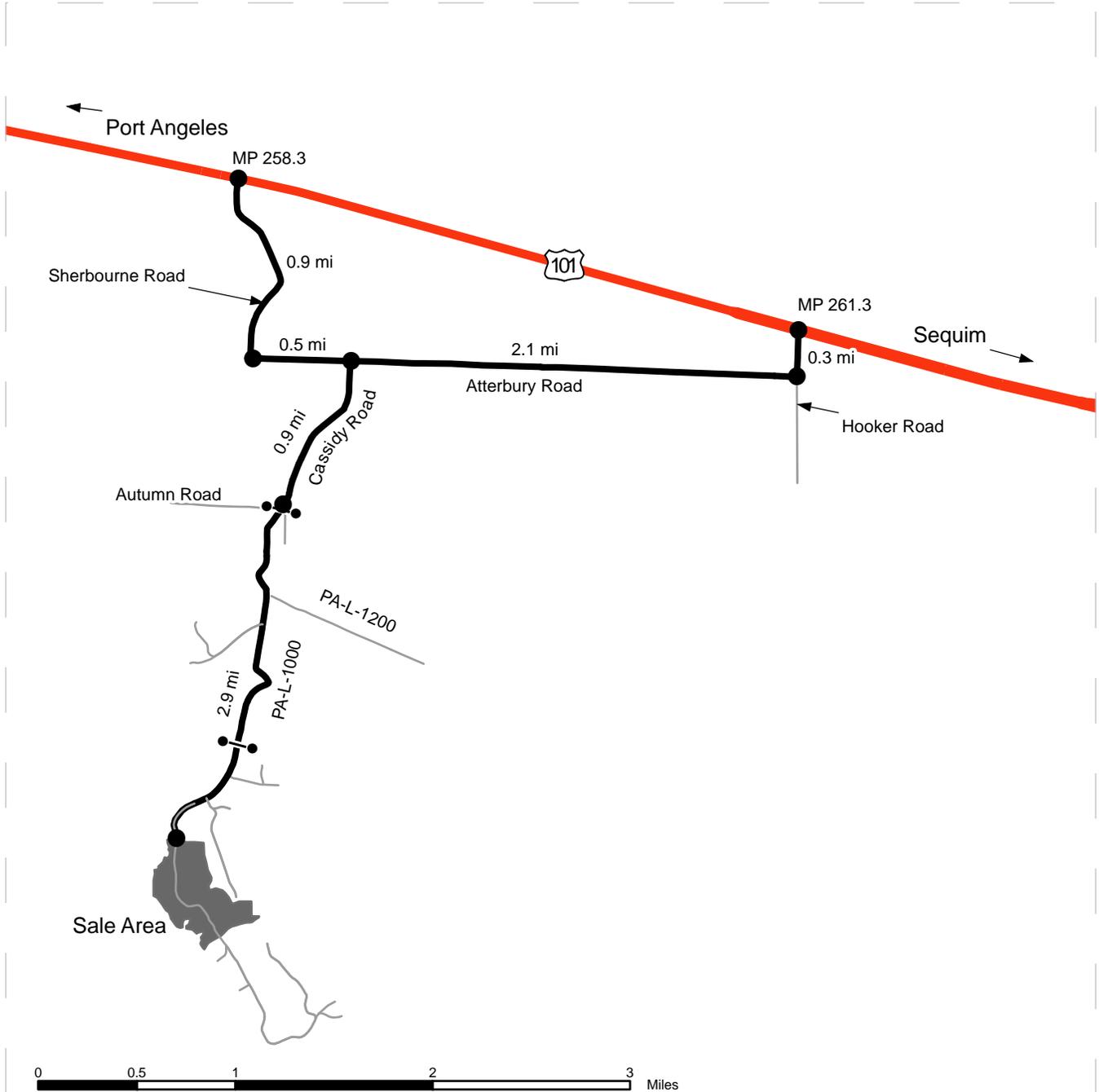
Scale: 1" = 1000'
 Drawn By: G. McLaughlin
 Date: February 4, 1999



DRIVING MAP

SALE NAME: Olys Remains
AGREEMENT#: 30-085830
TOWNSHIP(S): T29 R04 W Sec.06
TRUST(S): 01 State Forest Transfer Lands

REGION: Olympic
COUNTY(S): Clallam
ELEVATION RGE:)900-1550



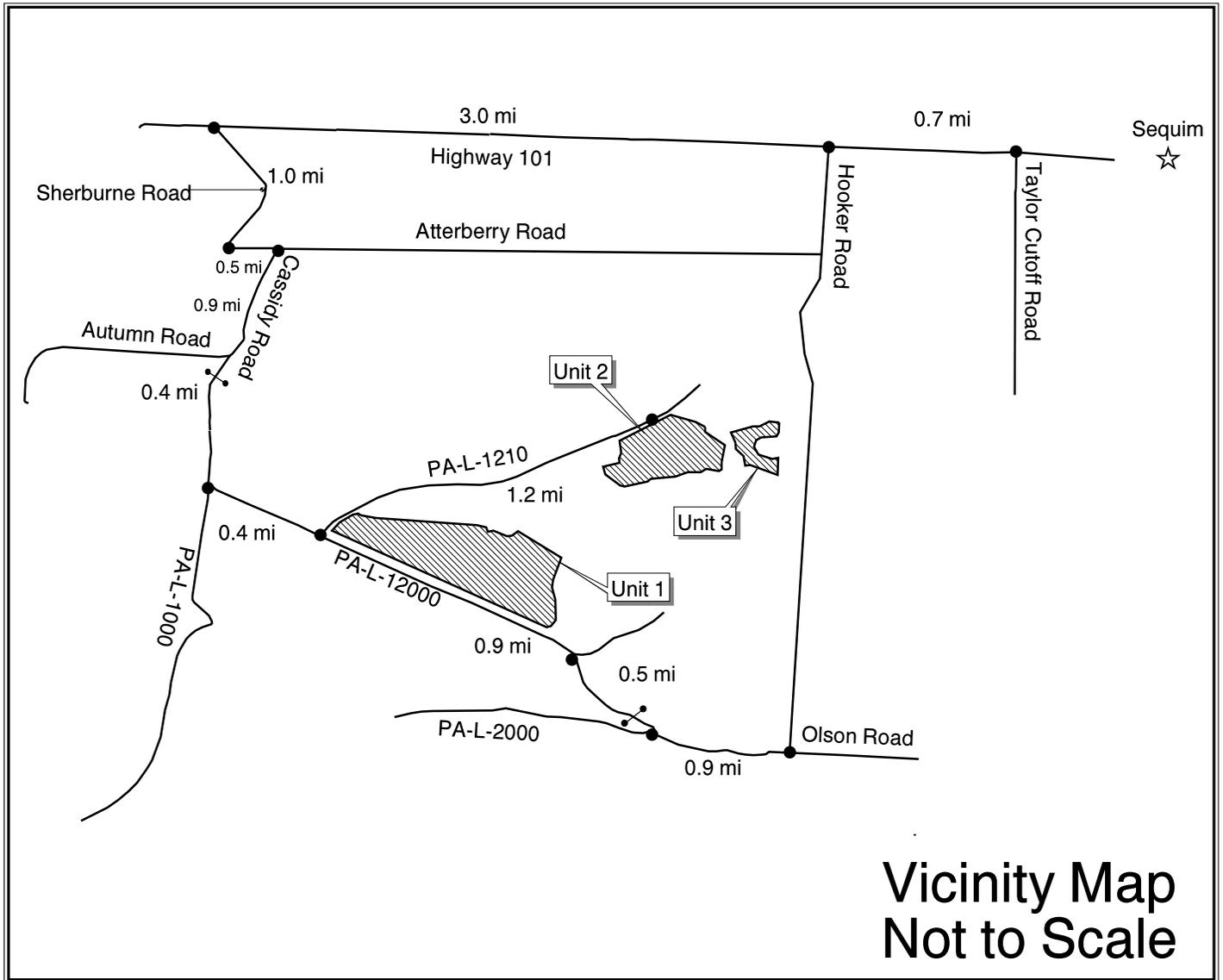
<ul style="list-style-type: none"> Haul Route Other Route Highways gate 	<p><u>DRIVING DIRECTIONS:</u></p>
	<p>From Port Angeles, turn south at MP 258.3. Travel 0.9 miles and turn east on Atterbury Road. Travel 0.5 miles to Cassidy Road.</p>
	<p>From Sequim, turn south on Hooker Road and travel 0.3 miles to Atterbury Road. Turn west and travel 2.1 miles to Cassidy Road.</p>
	<p>At Cassidy Road, travel south 0.9 miles to the gate on the PA-L-1000 Road. Travel 2.9 miles on the PA-L-1000 to the sale area.</p>



TIMBER SALE MAP

SALE NAME: KING'S GOLD
AGREEMENT NO: 30-077449
TRUST(S): Forest Board Transfer

REGION: Olympic
COUNTY(S): Clallam



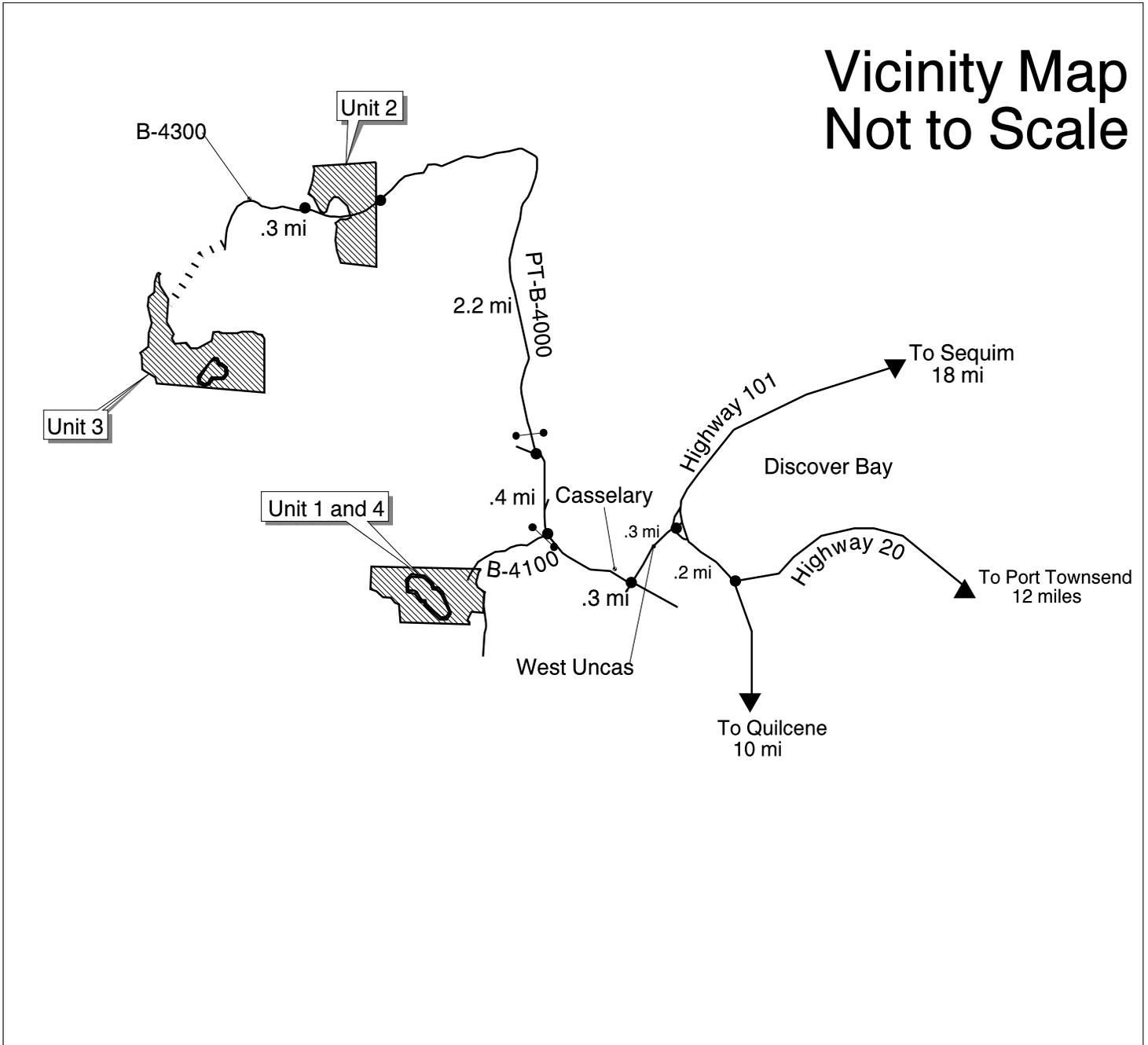
Drawn By: M. Helms
Date: January 5, 2006

Map 2 of 2

TIMBER SALE MAP

SALE NAME: DISCO TRIO
AGREEMENT NO: 30-079332
TRUST(S): Forest Board/Common School

REGION: Olympic
COUNTY(S): Jefferson



Drawn By: M. Helms
Date: February 7, 2007

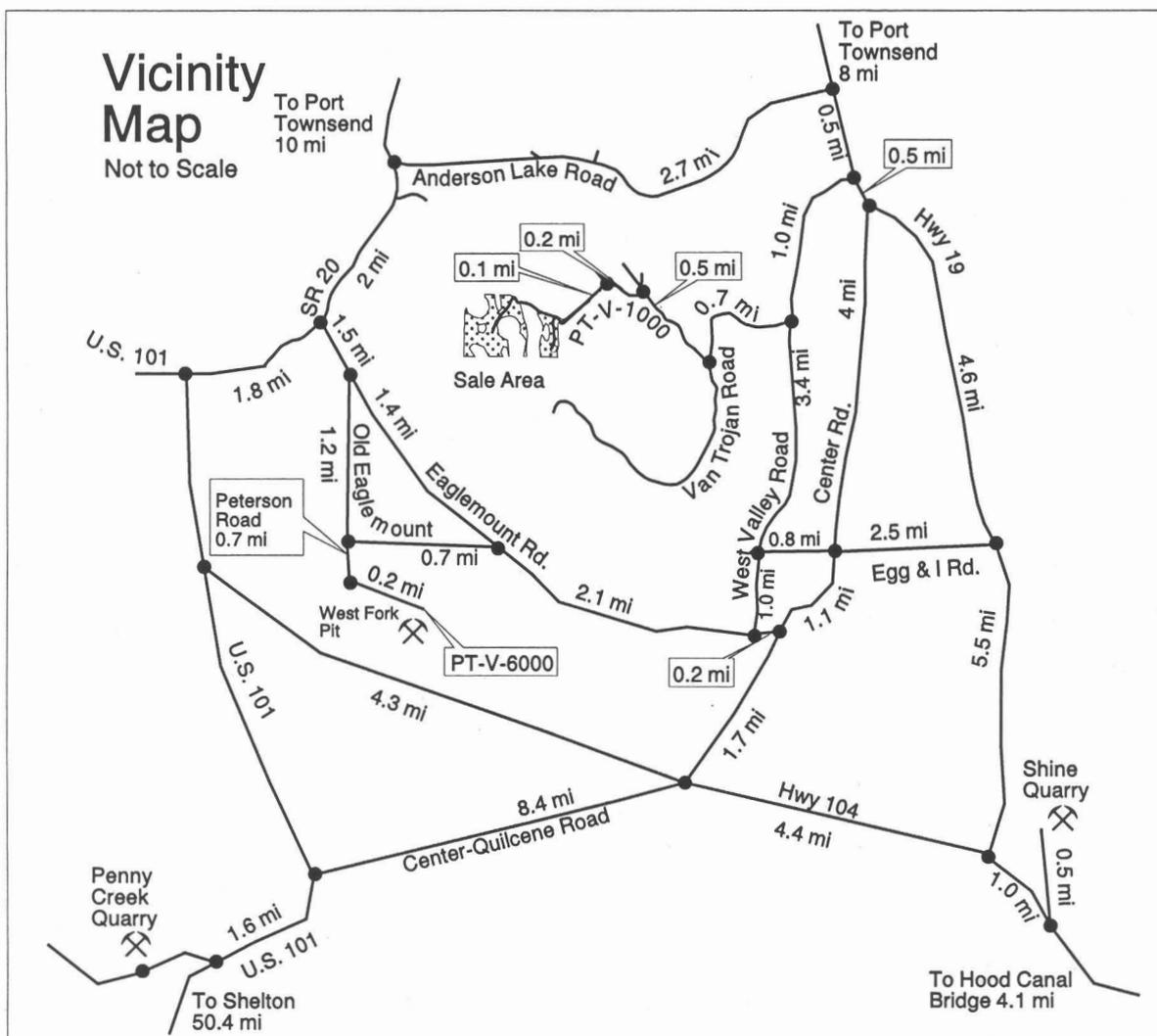
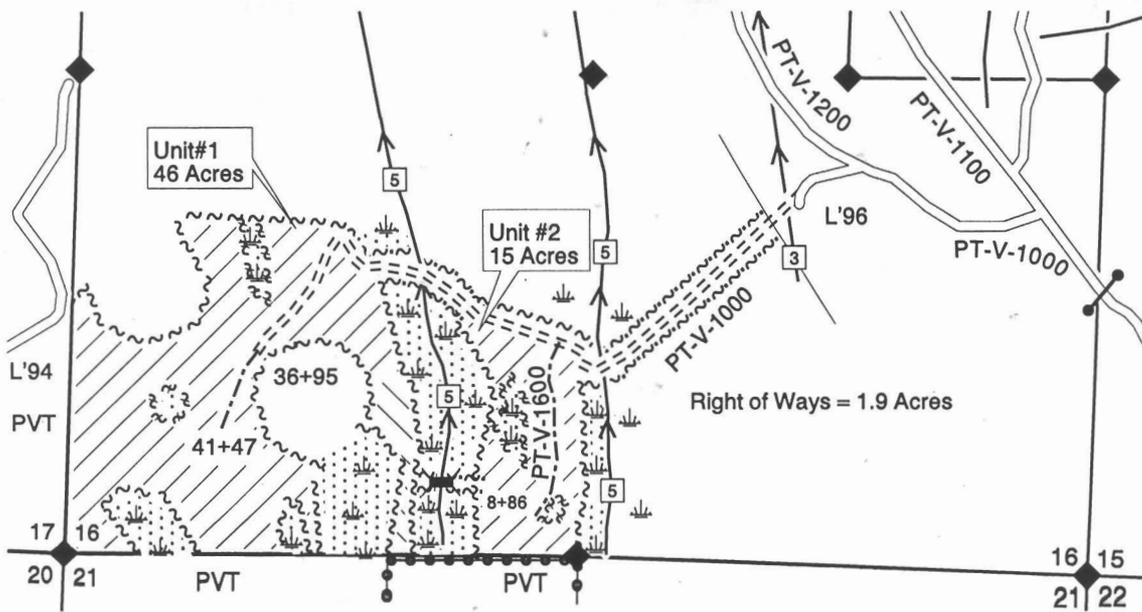
Map 2 of 2

TIMBER SALE MAP

SALE NAME: Elkhorn
 AGREEMENT NO: 30-072713
 TRUST(S): School

REGION: Olympic
 COUNTY(S): Jefferson

Township 29 North, Range 1 West, W.M.



Legend

- | | | | |
|--|-------------------------------------|--|---------------------------|
| | Any Method | | Rock Pit |
| | Tracked Skidder Only | | Desigated Stream Crossing |
| | Wetland Management Zone/Leave Areas | | Gate |
| | Sale Boundary Tags | | Wetlands |
| | Management Unit Boundary Tags | | Water Type |
| | R/W Boundary Tags | | Streams |
| | Property Line | | Survey Marker |
| | Existing Roads | | Fence |
| | Required Construction | | |
| | Optional Construction | | |

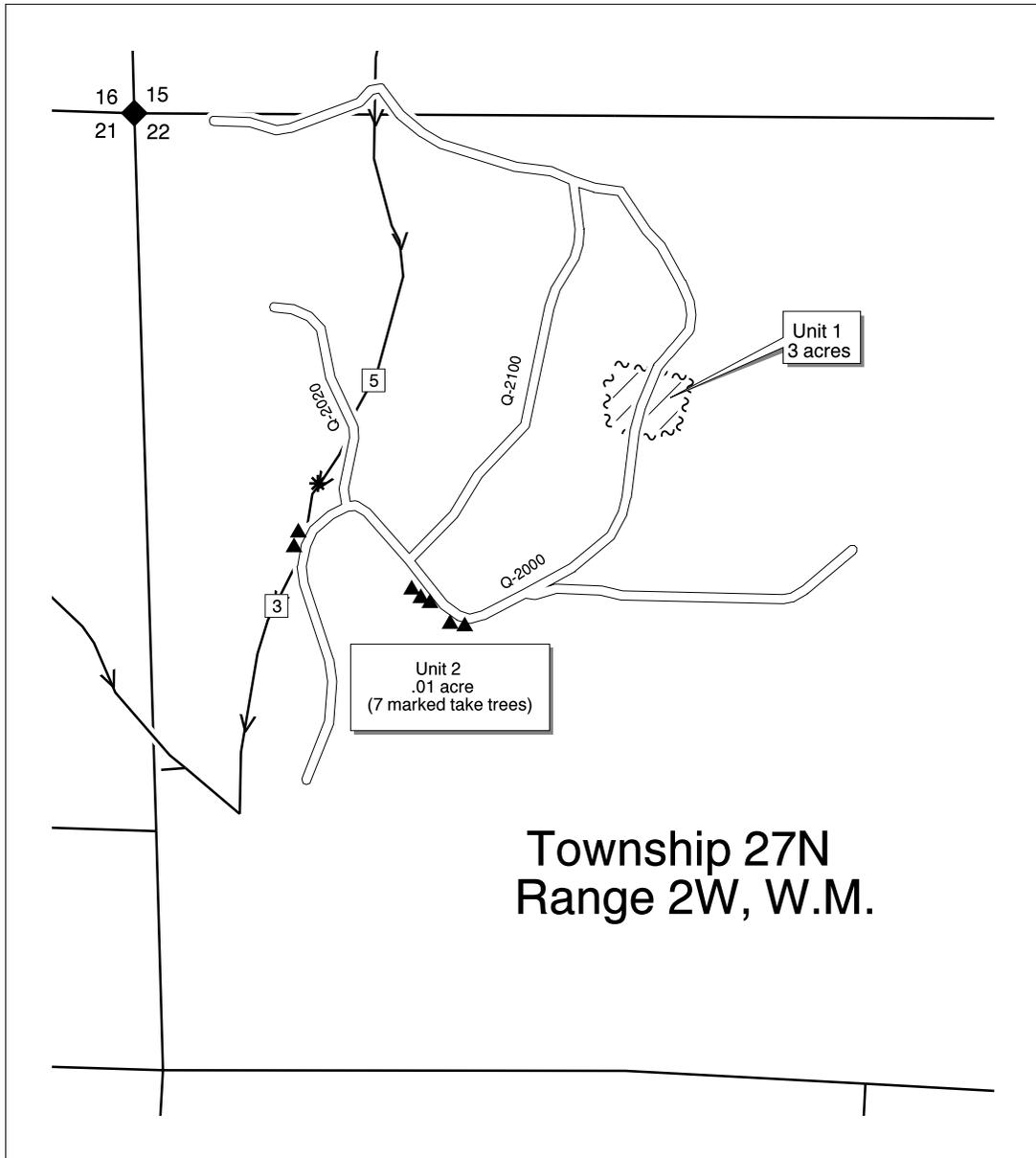
Drawn By: J. Garstang
 Date: February 21, 2001
 Scale: 1" = 1000'



TIMBER SALE MAP

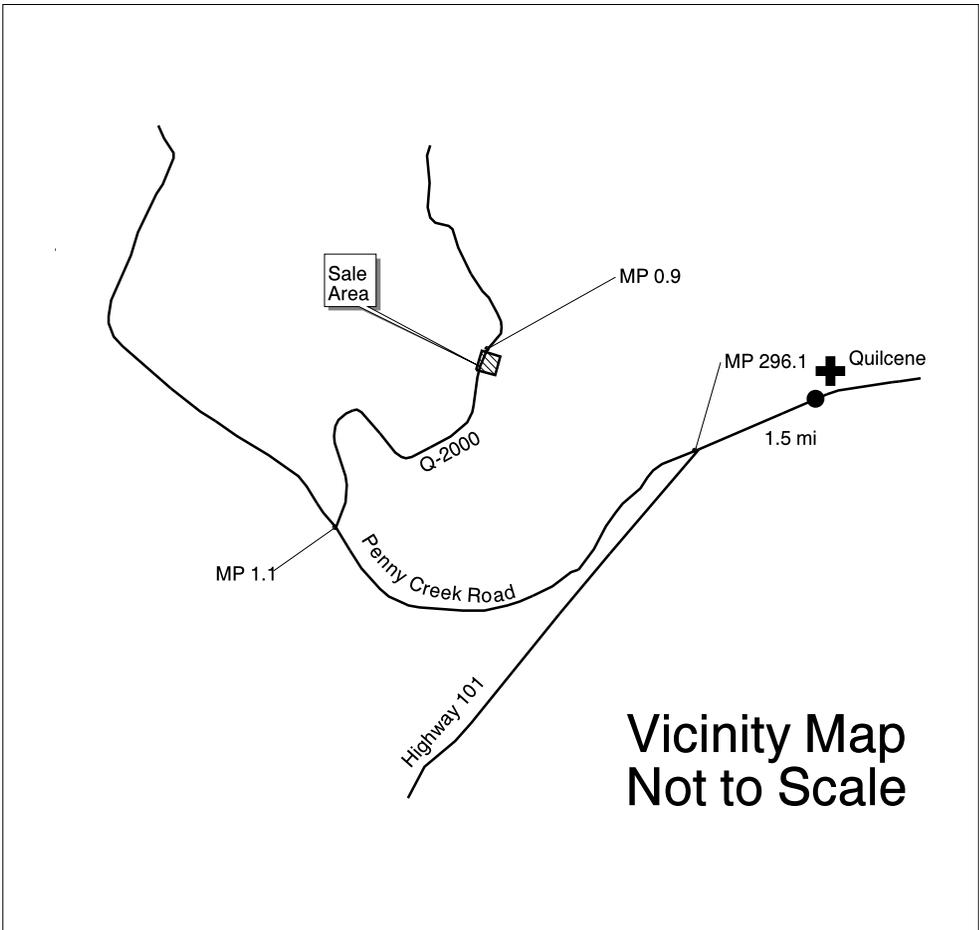
SALE NAME: QUILL CELL
 AGREEMENT NO: 30-080658
 TRUST(S): Forest Board Transfer

REGION: Olympic
 COUNTY(S): Jefferson

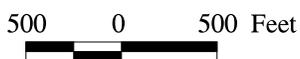


Legend

- ~~~~~ Timber Sale Boundary Tags
- Cable/Ground
- Existing Road
- Stream
- Stream Type
- Stream Type Break
- Marked Take Trees
- Survey Monument



Drawn By: M. Helms
 Date: March 23, 2007
 Scale: 1" = 1000'



Elevation: 500 - 1000'

SECTION IV BID FORM

Conifer Rel., Gr. Herbicide

INVITATION TO BID/CONTRACT NUMBER 1355

Award of contract shall be on an **Item** basis as per Clause 1-42.

At the following rates, the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of Invitation to Bid/Contract Number 1355.

Item No.	Unit No.	Unit Name	Acres ¹	Unit Bid Price (Per Acre)	Unit Total ²
A	01	SECTION 16	29	\$/Ac	\$
A	02	FISCHER'S COVE U2	32	\$/Ac	\$
A	03	FISCHER'S COVE U2 B	22	\$/Ac	\$
A	04	PIEDMONT HILL U1	34	\$/Ac	\$
A	05	PIEDMONT HILL U1 S	12	\$/Ac	\$
A	06	REJOYCE	15	\$/Ac	\$
A	07	WEST KELLY U3	76	\$/Ac	\$
A	08	OLY SAWLOG 1	79	\$/Ac	\$
A	09	OLYS REMAINS U1	04	\$/Ac	\$
A	10	KINGS GOLD U3	11	\$/Ac	\$
A	11	DISCO TRIO U1	26	\$/Ac	\$
A	12	ELKHORN U1	47	\$/Ac	\$
A	13	QUILCENE CELL SITE	02	\$/Ac	\$

Item A Total Acres: 389

Please limit my total award to a maximum of approximately _____ acres.

SECTION IV Minority Statement

The business named hereon is certified by the Office of Minority and Women's Business Enterprises and is bidding as a _____ owned business. (Enter either minority or woman, if appropriate.)

Firm Name _____ Address _____

Signature _____ City and State _____

Title _____ Phone _____

Note:

Detach and return one (1) copy of this form as per Clause 1-22.

¹An approximate number

²Exclusive of Washington State Sales Tax

SECTION V
OFFER and CONTRACT AWARD

OFFER (For Bidder Use Only)

On condition of a contract award within sixty (60) days of bid opening and for the bid price the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of Invitation to **Bid/Contract Number 1355**. Submittal of this document with authorized signature constitutes complete understanding of all terms and conditions. And further, submittal of this document constitutes acceptance of an agreement to comply with all terms and condition of the contract if awarded, and verifies that all goods and services will be available throughout the contract period.

(Company Name)

(Address)

(City) (State) (Zip)

(UBI No.)

(L & I Industrial Insurance Account No.)

(Farm Labor Contractor License No.)

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

By: _____
(Signature) (Date)

(Typed or Printed Name)

(Title)

(phone No.)

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

Contract Number **1355** is hereby awarded and executed between _____ and the State of Washington, Department of Natural Resources, to be effective _____, 2012. This award is for Item Number(s) A .

State of Washington,
Department of Natural Resources

By: _____
(Signature) (Date)

Sue Trettevik
Olympic Region Manager

NOTE: Detach and return this form per clause 1-22.