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

Northeast Region

INVITATION TO BID
Contract Number 1369

Beaver Fever Pre-Commercial Thinning (PCT)
527 Acres
Term of Contract From July 17, 2012 To November 30, 2012

(PCT is the cutting and/or removal of certain trees from a stand to regulate the number, quality and distribution of the remaining crop trees. The thinned trees have no commercial value.)

Notice To Bidders
Special Notices
Definitions

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- Instructions to Bidders

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- Division I General Provisions
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NOTICE TO BIDDERS

You are invited to bid on this contract and are advised to examine the planting units prior to bidding.

Sealed bids will be accepted at the Department's Northeast Region office until 2:30 apm on July 16, 2012 at which time and place all bids will be opened and read aloud. Individuals who wish to request special accommodations for the bid opening (e.g., sign language, interpreters, Braille, etc.) should contact the Department ten (10) Working days prior to the scheduled bid opening.

The sealed bid envelope should be prepared in the following manner:

Addressed to:	Loren Torgerson, Region Manager Washington State Department of Natural Resources Northeast Region
Upper left corner:	Bidder's Address
Lower left corner:	Pre-Commercial Thinning – "Sealed Bid" Invitation to Bid/Contract Number: 1369

Questions pertaining to this Invitation to Bid can be answered by contacting Annette Painovich at 509-684-7474. Oral explanations, interpretation, or instructions given before the award will not be binding.

The Department reserves the right to amend this Invitation to Bid/Contract by giving written notification to all known bidders at least seven (7) days prior to bid opening.

Payments on this Invitation to Bid can only be paid out to contractors who are registered with The Office of Financial Management (OFM) http://www.ofm.wa.gov/isd/vendors.asp.
Please follow the link for instructions on how to register.

Address
Statewide Payee Desk
P.O. Box 43113
Olympia, WA 98504-3113

Phone: 360-664-7779

Contract # 1369

SPECIAL NOTICES

Term of contract:

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

Please note **any** 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.

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 2-04)

A **$1,000** BID DEPOSIT IS REQUIRED WITH THIS BID OPENING (SEE CLAUSE 1-09).

A PREWORK CONFERENCE IS REQUIRED ONCE AN AWARD HAS BEEN MADE (SEE CLAUSE 2-11).

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 1	North Valley Hospital 203 S Western Ave Tonasket, WA (509) 486-2151
Item 1	Mid Valley Hospital 810 Jasmine Street, Omak, WA (509) 826-1760
Item 1	Central Washington Hospital 1201 South Miller Street Wenatchee, WA 98801 (509) 662-1511
Item 1	Harborview Medical Center 325 9th Avenue, Seattle, WA (206) 744-3000

DEFINITIONS

A. 'Buffer Zone' - An area designated to be left along roads or other features in which there will be no cutting.

B. 'Compliance Forester' means the Department staff who perform the compliance inspections, approves Work, recommends payment to the Contract Manager, manages the Work Schedule, and assists with seedling distribution.

C. 'Conifer' means a tree that is a Douglas-fir, true fir, pine, hemlock, spruce, or cedar.

D. 'Contract' means this Invitation to Bid/Contract the Pre-Work Conference packet and all required documents provided by the contractor.

E. '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.

F. 'Contractor' means the bidder who was awarded this Contract.

G. 'Contractor Selection of Leave Trees' - Crop and leave trees are unmarked and will be selected by the Contractor.

H. 'Crop Tree' - These are usually the largest undamaged conifer trees with good form and free of disease.

I. 'Department' means the Department of Natural Resources of the State of Washington, acting through an authorized employee.

J. 'Designated Contract Representative(s): Those individuals designated by the Contractor on the Pre Work form during the Pre Work Conference (2-11, 2-12)

K. 'D.B.H.' - Diameter at breast height, a point on the tree stem 4 feet above ground level.

L. '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.

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

N. '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.

O. 'Mechanical Treatment' - The use of power saws, axes, or other approved tools to remove trees.

P. 'Mistletoe Thinning' - Removal of designated conifer trees bearing visible mistletoe plants on branches as well as visible plants or infections on the stem.

Q. '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.

R. '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.

S. ‘Slash’ - shall mean all debris created on the contract area by the pre-commercial thinning operation.

T. ‘Surplus Trees’ - All trees designated for cutting.

U. ‘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).

V. ‘Unit Bid Price’ is the rate per acre or per 1000 trees written in the Unit Bid Price column of the bid form (Section IV Bid Form).

W. ‘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.

X. ‘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

SECTION I: INSTRUCTIONS TO BIDDERS AND CONTRACT AWARD

1-01 Unit Inspection & Bid Preparation

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

A. Conditions bearing upon transportation, disposal, handling, and storage of materials;

B. The availability of labor, water, electric power, and road;

C. Uncertainties of weather, river stages, tides, or similar physical conditions at the Unit;

D. The confirmation and conditions of the ground;

E. Seasonal conditions that may affect the timing and use of materials needed for the Work; and

F. The character of equipment and facilities needed to complete the Work.

Bids should include all costs. Any failure of the bidder to examine the Invitation to Bid/Contract or the Unit(s) prior to submission of the bid will not relieve the bidder from responsibility for properly estimating the cost of satisfactorily completing this contract.

1-03 Bid Submission is Offer to Contract

Your bid in response to this Invitation to Bid/Contract is an offer to contract with the Department. All offers shall remain firm for a period of 90 calendar days after the bid opening, If there is a problem and the lowest responsible bidder is unable to accept this contract the next lowest responsible bidder will be contacted for possible award. An Invitation to Bid becomes a contract when officially awarded by the Department with the return of a countersigned SECTION V - Offer and Contract Award.

1-05 Bid Contents

The bid shall include the Bid Form (Section IV), the Offer and Contract Award Form (Section V) properly completed and signed, the bid deposit specified in Clause 1-09, Contractor's Declaration of Industrial Insurance Status, and a photocopy of bidder's Washington State Farm Labor Contractors License.

1-07 Withdrawal of Bid

A bid may be withdrawn in person by a bidder's authorized representative before the opening of the bids. Bidder's representative(s) will be required to show ID and sign on the bid summary sheet before it will be released.

1-08 Rejection of Bids

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

1-09 Bid Deposit

A bid deposit of ONE THOUSAND DOLLARS ($1,000) is required. This deposit assures the Department that the bidder will accept award of any items on which the bidder is the lowest responsible bidder. In the event the bidder rejects award of **any item**, the bidder will forfeit the bid deposit. The bid deposit must be in the form of certified check made payable to the Washington State Department of Natural Resources and include a reference to the bid/contract number. The bid deposit must be delivered to the Department's Region Office with the delivery of the

bid. The bid deposit of a bidder awarded the contract will be released when the performance/damage deposit has been approved, or the bid deposit may be converted to apply to part or all of the required performance/damage deposits after contract award. Once all the bids are evaluated and the contract has been awarded, bid deposits will be returned to all unsuccessful bidders.

1-10 Performance and Damage Deposit

The bidder awarded the Contract (Contractor) agrees to furnish a performance and damage deposit of ten percent (10%) of the Contractor's total award established in the award letter. The deposit shall be in the form of certified check or cashier's check made payable to "Washington State Department of Natural Resources", irrevocable letter of credit, or a savings account assignment. This deposit guarantees performance of this Contract and payment of damages caused by operations during the performance of this Contract or resulting from Contractor's noncompliance with any contract provisions or the law. In the event the Department needs to utilize the deposit, Contractor shall replace the portion(s) by the due date indicated on the written notification from DNR.

1-11 Lowest Responsible Bidder

Award of this Contract shall be to the lowest responsible bidder as determined by the Department. In determining the lowest responsible bidder, in addition to price, the following 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. The Department's determination that a bidder is not qualified shall result in rejection of the bid submitted.

1-12 Award Letter

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

1-13 Conditions on Award

Within ten (10) business days after the bidder receives their award letter, the Department must receive the signed contract, the performance and damage deposit, and insurance certificate at the Department's Region Office (Page 2 Notice to Bidders). The Department may extend upon written request to the Contract Manager, the time allowed for receipt of the above items. If the bidder fails to submit the above items within the time specified, the Department may consider the contract award rejected and may terminate award of the contract.

1-14 Contract Modification or Cancellation

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

SECTION II-A: GENERAL PROVISIONS

2-01 Compliance with all Laws

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

2-02 Licenses and Permits

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

2-03 Indemnification and Hold Harmless

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

2-04 Insurance

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

A. **Commercial General Liability (CGL) insurance,** with a limit of not less than $1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.

B. **Employer's liability ("Stop Gap") insurance,** and if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

C. **Business Auto Policy (BAP) insurance,** and if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 per accident, with such insurance covering liability arising out of "Any Auto."

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

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

Before using any rights granted herein, Contractor shall furnish the Department with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance

requirements specified above. Certificate(s) must reference the Contract number 1369 in the time required by Clause 1-13.

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

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

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

2-05 Safety Compliance

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

A. During the Contract performance, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work and prevent damage to property at the Unit and adjacent property. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property; shall protect from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

B. In an emergency affecting the safety or life of employees or adjoining property, Contractor is permitted to act to prevent threatened loss or injury. Within 24 hours of any emergency, Contractor shall notify the Compliance Forester. If directed by the Compliance Forester, within five (5) business days of any emergency. Contractor shall prepare an incident report and submit it to the Department's Region manager within five (5) business days following an emergency if directed to do so by the Compliance Forester.

2-06 Venue

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

2-07 Dispute Resolution

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

A. Any concerns or disputes which the Contractor has relating to this Contract shall first be brought to the attention of the Compliance Forester.

B. If the Compliance Forester is unable to resolve the dispute to the Contractor's satisfaction, the Contractor will notify the Contract Manager in writing, with specificity, of his dispute. The Contract Manager will provide a written response within ten (10) business days.

C. If the Contractor is not satisfied with the Contract Manager's response, he will notify the Region Manager in writing of his dispute. The Region Manager will review and set a meeting with the Contractor within fifteen (15) business days, unless the Contractor agrees to a longer period. After the meeting, the Region Manager will provide a written response.

2-08 Subcontracting

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

2-09 Nondiscrimination

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

2-10 Contractor's noncompliance

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

2-11 Pre-Work Conference

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

2-12 Purpose of the Pre-Work Conference

The purpose of the Pre-Work Conference is to document the following on the Pre-Work Conference form:

A. All required documentation as outlined in sections I and II of the contract have been received from the Contractor, such as insurance forms, prior to beginning Work on this Contract.
   - -Certificate of Insurance
   - -Declaration of Industrial Insurance Status (Clause 2-29)
   - -Farm Labor Contractors License or Letter of Exemption
   - -Copy of valid Driver's License

B. Name(s) and contact information for the Contractor and Designated Contract Representative(s), including all personnel authorized to sign unit completion forms and payment invoices.

C. Names(s) and contact information for the Contract Manager and Compliance Forester(s).

D. The Work plan of operations including the order and time frame in which Work will occur on individual units or groups of units within this Contract.

E. Time interval(s) at which units will be processed for payment.

F. Clarification of any unique requirements or conditions of the Work within this Contract prior to commencing Work.

2-13 Work Delay

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

2-14 Non-conformances with Work Schedule

If Contractor is not in conformance with the Work schedule for reasons other than acts of Force Majeure, Contractor shall bring its activities into conformance with the schedule or request the Compliance Forester to revise the Work schedule. The Compliance Forester may require a meeting to determine if a revision is necessary. In the event the Contractor stops Work or if the initial start-up is delayed for a period of one (1) week or more, a new Pre-Work Conference may be held.

2-15 Work Days

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

2-16 Breach of Contract

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

2-17 Washington State Forest Fire Protection Requirements

The Contractor and employees shall be familiar with the Washington State Forest Fire Protection Requirements and adhere to them. These requirements are found in: Revised Code of Washington Chapter 76.04

2-18 Fire Inspection

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

2-19 Spark Arresters

All spark emitting engines will be equipped with approved spark arresters. Spark arrestors are approved by contractors demonstration to the Compliance Forester as to functionality and serviceability onsite, prior to use of the device. The lists adopted by the agency are from the National Wildfire Coordinating Group (NWCG). NWCG approved spark arrestor lists.

2-19.1 Extraordinary Slash Conditions

If extraordinary slash conditions create an extreme fire hazard as determined by the Department, the Contractor may be required to take extraordinary measures to prevent and control fires during operations or for a reasonable period after operations. When required, these will be specifically set forth in an attachment to this contract.

2-20 Open Fires

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

2-21 Prohibition from Removal of Merchantable Products

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

2-22 Garbage

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

2-23 Camping

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

Section II-B: Specifications for the Activity

2-24 Precedence between Sections

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

2-25 Boundaries

A. The boundaries except for easily identified ground features have been plainly marked with colored plastic flagging.

B. 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.

2-28 Leave Tree Selection

Selection of leave trees or crop trees will be made by the Contractor according to the specifications and terms found below and in the Unit Description Table attached hereto.

A. Two contrasting thinning procedures are recognized. These are:

1. Thinning on a simple spacing basis.
2. Thinning on a diameter limit basis.

The particular method to be used is designated for each unit on the Unit Description Table.

B. When thinning on a spacing basis, the Contractor will select and leave uncut the largest live conifer trees of good form and vigor that will maintain the average spacing designated in the Unit Description Table except that trees immediately adjacent to voids should be thinned more lightly and clumps or patches should not be left un-thinned to make up voids or holes in the stand. When this exception is justified, a 6'x 6' spacing will be used. Spacing is determined by the average number of desirable trees left uncut per plot, exclusive of natural openings.

Example: In a 12'x 12' spacing basis, every plot should contain 15 to 17 properly selected crop trees except for openings. (See 2-42A.03)

C. When thinning on a diameter limit basis, Contractor shall cut trees exceeding the diameter limit only when they are clearly diseased, damaged, or deformed. Trees smaller than the diameter limit shall be thinned on a spacing basis that will leave uncut the largest live conifer trees of good form and vigor that will maintain the spacing designated in the Unit Description Table. As a general rule, small trees growing into the canopy of the larger trees are to be cut. Spacing is to be determined by the average number of trees left uncut per plot, including trees above the diameter limit as well as below. Care should be taken by the Contractor in this type of thinning not to damage the stand by cutting trees so as to create undesirable openings or voids in the stand. The tree count per plot for this type of thinning must continue to fall within the Per Acre Zone of Acceptance except when desirable trees exceeding the diameter limit comprise a majority of the total tree count. Then the Per Acre Zone of Acceptance is increased by the number of trees above the diameter limit exceeding a simple majority.

D. When mistletoe control is the objective of the thinning, the above spacing requirements are waived when acceptable crop trees are not available. Acceptable crop trees are to be selected by the following priorities. Mistletoe infected trees not within the following priorities are to be cut regardless of spacing and/or diameter.

Priority 1. Free from visible infection.

Priority 2. Use the following cutting priority mistletoe rating table.

Cut all trees exceeding the rating below:

DBH Classes	Maximum Allowable Rating[1]
1" - 2"	0
3" - 4"	1
5" - 6"	2
7" +	3

[1]Significance of the rating is shown on plastic pocket card provided the Contractor when thinning in mistletoe.

2-34 Special Requirements

Unit Description Table will also show special requirements on certain units. If special requirements noted on the Unit Description Table conflict with requirements herein, the special requirement will prevail.

2-35 Trees to Be Cut

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

A. When thinning is done on a spacing basis, remove all surplus conifer trees more than four (4) feet in height. When thinning is done on a diameter limit basis, remove all surplus conifer trees more than one (1) inch in diameter two (2) feet above ground.

B. All red alder, bigleaf maple, cherry, and other hardwoods more than four (4) feet in height, growing within twenty (20) feet of a conifer crop tree shall be cut except that vine maple, elderberry and other low growing hardwoods need to be cut only when they seriously compete with the conifer crop trees by reason of height greater than 2/3 of the average conifer height. Hardwoods are not to be cut where their removal will create voids in the stand with dimensions greater than fifty (50) feet to side or where their removal will leave live streams unshaded.

C. All diseased, damaged, or deformed trees as described below are to be cut.

1. Trees with thin, ragged crowns of yellowing needles typical of Phellinus (Poria) weirii and Armillaria mellea infection.

2. Trees with scars or open wounds on the lower bole involving more than one-half (1/2) circumference of the bole.

3. Trees with more than twenty (20) degrees lean or trees with crook or sweep in the lower bole protruding outward from a straight line more than twelve (12) inches.

4. Trees with broken boles or girdling of the bole where only the lower part of the living crown remains.

5. Trees with double tops of forked trees when other more suitable trees are available.

6. Western hemlock infected with dwarf mistletoe in western Washington.

7. Any white pine that exhibits traits of white pine blister rust, such as stem/bole cankers and red-flagged foliage, when other more suitable trees are available.

D. Damaged or deformed trees are not to be cut when their removal will create voids in the stand. Diseased trees infected with root rot or mistletoe as described above, under a and f, are always to be cut.

E. All Sitka spruce and white pine are to be cut whenever other healthy, well established conifers are available. Healthy Sitka spruce and white pine are not to be cut when their removal will create voids in the stand. Damaged, diseased, or weeviled trees of these species shall always be cut when other more desirable species can be left.

2-37 Mistletoe Control

On certain units designated on the Unit Description Table where Mistletoe Control is the objective, a tree-free corridor will be left to contain surrounding infections. When such corridors are to be cut, they will be shown on the unit map and marked on the ground. Cutting will be confined to the species infected with mistletoe. Other species will be left but thinned according to the normal spacing and/or diameter designated.

2-38 Progression of Daily Work

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

2-39 Cut Trees

Trees will be cut below the lowest live limb and cut completely free of the stump. Cut trees must not be left "hung up" or leaning against crop trees. Stumps shall not exceed a twelve (12) inch height unless snow conditions prevent this. In no case shall stumps exceed an eighteen (18) inch height.

2-40 Streams

Trees felled into streams shall be removed and streams shall be left in their original state. Some streams will be protected and cutting will not be permitted within the specified area. These are marked out on the ground and designated on the unit map.

2-41 Fences and Improvements

Care should be taken not to damage fences and other improvements situated on or adjacent to the unit during the thinning operation as any such damage will be repaired at Contractor's expense. Trees adjacent to the fence are to be felled away from the fence and all slash falling on fence shall be removed and distributed back into the unit. Slash falling onto lands not owned by the State shall also be removed and distributed back into the unit.

2-42 Order of Selection of Leave Trees

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

A. Leave dominant and necessary co-dominate trees.

B. Maintain specified average number of trees per acre.

C. Maintain specified average spacing.

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

1) Douglas-fir
2) Western red cedar
3) Western hemlock
4) Sitka spruce
5) True fir

2-47 Contractor shall furnish:

The Contractor shall provide:

A. All safety equipment.

B. Worker strength of not more than five (5) persons per foreperson in each crew.

C. All costs of operation and maintenance not specifically furnished by the Department under 3-52 below shall be borne by the Contractor.

D. All equipment and supplies for mechanical treatment.

E. Crew Strength Requirements (Pre-commercial Thinning)

The Contractor shall provide and maintain for the duration of the contract crew strength determined as follows, assuming only full time workers will be employed. If part time workers are involved, additional workers must be provided in inverse proportion to the percentage of available workdays, assuming a maximum of 175 workdays per year are actually available.

Average stems to cut per acre weighted by unit acreage	Crew person excluding fore-person required for each acreage fraction awarded
Less than 1000 s-p-a	1 person per each 350 acres or part thereof awarded
1001 to 2000 s-p-a	1 person per each 250 acres or part thereof awarded
2001 to 3500 s-p-a	1 person per each 150 acres or part thereof awarded

3501 s-p-a plus 1 person per each 75 acres or part thereof awarded

2-55 Department shall furnish:

A. A Department Representative to acquaint the Contractor with each unit to be worked and to conduct periodic field inspections.

B. Boundary marking and access to the unit as reasonably necessary to complete the contract.

2-58 Buffer Zone

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

On certain units designated in the Unit Description Table, a buffer zone along certain roadways will be required for fire protection purposes. No trees will be cut in the buffer zone. Buffer zones will be shown on the unit map, when required, and will be either fifty (50) feet or one hundred (100) feet wide as specified in the Unit Description Table. Inasmuch as buffer zones are located along clearly defined roadways, no special markings will be provided on the ground. The Contractor is to measure out the correct width from the tree line at the edge of the road. Measurements are to be taken at right angles to the roadway and measured along the surface of the ground.

2-61 Determination of Payment

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

A. The flagging, cutting lines, roads, etc., designated as boundaries on the Unit Description Table attached; provide the basis for determining acreage satisfactorily 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 by error. If work extends beyond unit boundaries, charges may be levied against the Contractor by the Department for damages suffered, or other parties suffering damages.

2-62 Determination of Satisfactorily Completed Work

Satisfactorily completed work will be determined using the following criteria:

A. Circular plots 1/50th acre (16.66 foot radius horizontal distance) will be established by the Department to check contract specifications compliance and as a basis for determining satisfactory quality.

B. A minimum of two (2) plots for each five (5) acres accomplished.

C. Acceptable spacing and number of trees per acre as specified in the Unit Description Table for the unit is based on the following Per Acre Zone of Acceptance:

PER ACRE ZONE OF ACCEPTANCE

Number of Crop Trees

Spacing	Minimum	Average	Maximum
11' x 11'	330	360	380
12' x 12'	273	303	320
13' x 13'	228	258	278
14' x 14'	192	222	242
15' x 15'	164	194	214
16' x 16'	140	170	190
17' x 17'	121	151	171
18' x 18'	104	134	154
19' x 19'	100	121	140
20' x 20'	90	109	120

D. The required number of "crop trees" per acre must fall between the maximum and minimum as listed in the Per Acre Zone of Acceptance and as specified by spacing in the Unit Description Table. Crop trees not meeting these specifications is unsatisfactory work.

2-71 Unsatisfactory Work Compliance

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

A. Removal of crop trees or poor selections of crop trees for any reason is defined as stand damage.

C. If overcutting of acceptable crop trees leaves a maximum treeless space (dimensions shown below) on one-half (1/2) of the compliance plots installed or if any one such void exceeds three times the spacing requirement, the work on that unit will not be paid for. More severe damage will result in cancellations of the contract and forfeiture of the performance/damage deposit.

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

C. If undercutting occurs according to the contract specification, payment will be withheld on the unsatisfactory unit(s). The Contractor shall return at no additional expense to the Department, and re-treat unsatisfactory unit(s) or parts thereof. In the event the contract is terminated for unsatisfactory performance, payment will be made as set forth in paragraph 2-76 below for work satisfactorily completed.

D. All undercutting work must be corrected to the satisfaction of the Department Representative before work may be performed in any other portion of the unit or other units.

2-76 Payment shall be made as follows:

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

2-78 Partial payment

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 identified during pre-work conference (clause 2-11) shall sign the Contractor's Billing Invoice and Compliance Report after completion of each such "sub-unit" being submitted for payment. The Department Representative will then make payment recommendations for the invoice and forward the Contractor's Billing Invoice and Compliance Report to the Department's Region office for processing.

A. Contractor or contract representative and the Department Representative shall sign the Contractor's Billing Invoice and Compliance Report form at the conclusion of work on each unit. Final payment will not be made to the Contractor unless the Contractor's Billing Invoice and Compliance Report form are signed by the Contractor or contract representative and the Department Representative, and "final" payment is designated thereon.

B. If a unit's contract acreage is disputed the Contractor may upon completion of the unit request a verification traverse by the 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.

C. Ten percent (10%) 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 10% 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.

2-82 Liquidated damages

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

Schedule of Liquidated Damages

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

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

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

SECTION III, UNIT DESCRIPTION

PRECOMMERCIAL THINNING: INVITATION TO BID/CONTRACT NUMBER: 1369

Region: **Northeast** District: **South Okanogan**

Unit Name: **Beaver Fever PCT/Slashing** Item Number: **1** Unit Number: **3, 4, 5, 6 & 8** Trust: **03**

Location: **Units # 3, 4, 5 & 6: Sections 1, 2, 11, 12, & 13, Township 34N, Range 24E, W.M.;**
Unit # 8: Section 23 & 24, Township 35N, Range 24E, W.M.

SPECIFICATIONS

Contract Period: **July 15th, 2012 thru November 30th , 2012**

Net Acres: **527 total (Unit #3: 67 acres, Unit #4: 91 acres, Unit #5: 179 acres, Unit #6: 72 acres, and Unit #8: 118 acres)**
Desired Spacing: **15ft x 15ft**
Stems/Acre After Thinning: **200 (Spacing will vary slightly depending on diameters and site potential of specific areas.)**

Boundaries: **Marked with old Timber Sale tags and orange flagging on unit boundaries. Exclusions in unit 4 are marked with red ribbon and are shown in more detail on unit map.**

See unit map on page: 22 & 23

Disposal of Trees: **Pre-existing roads shall be left unobstructed using directional falling or slash removal; all regeneration on cut and fill sides of roads shall be cut. All material that lands on or across fences shall be removed immediately. Contractor is responsible for repair of any fence damaged as a result of activities associated with this contract. All material generated shall be slashed to less than four feet above the ground.**

Special Requirements: **Preferred crop trees will be prioritized as follows; ponderosa pine, western larch, Douglas-Fir, & lodgepole pine free of defect and disease with at least a 40% crown ratio meeting the desired average spacing criteria.**
If the contractor encounters distinct clumps dominated by stems greater than 5 inches in diameter at breast height (dbh) average spacing should be increased to 18ft X 18ft spacing.

Crop trees immediately adjacent to voids greater than 20ft X 20ft should have spacing reduced to take advantage of additional growing space.

Space 15ft off of healthy veteran ponderosa pine and western larch. Girdle all western larch and Douglas-fir greater than 10 inches dbh with a Hawksworth mistletoe rating of 2 or greater. Treat girdled trees as ghost trees (do not use them as a consideration for spacing).

Maximum stump height shall be 4 inches cut flush (horizontal) with no hinging or live limbs acceptable. Minimum live tree cutting height will be 2 feet tall. Do not cut any trees greater than 10 inches dbh.

All snags will be retained unless they are deemed an occupational hazard.

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

Elevation: **3,000 to 4,000 feet** Slope: **0 to 45 percent** Aspect: **East** Snow Period: **Dec. 1 to Apr. 15**

Shutdown Zone: **678 West**

Existing Species: **ponderosa pine, western larch, Douglas-fir, with minor components of lodgepole pine**

Contract # 1369

Approx. Stems/Acre to be Cut: **0 to 4,000 (these units are variable, there are small patches with high stems per acre and patches with little to no stems per acre). This is a PCT/slashing, therefore the work required is a combination of standard PCT within the densely stocked small diameter patches and felling larger diameter (4 to 10" dbh) trees that are heavily infected with mistletoe, or have been damaged by logging (i.e. broken tops and leaners) and will not have a positive contribution to the future desired stand.**

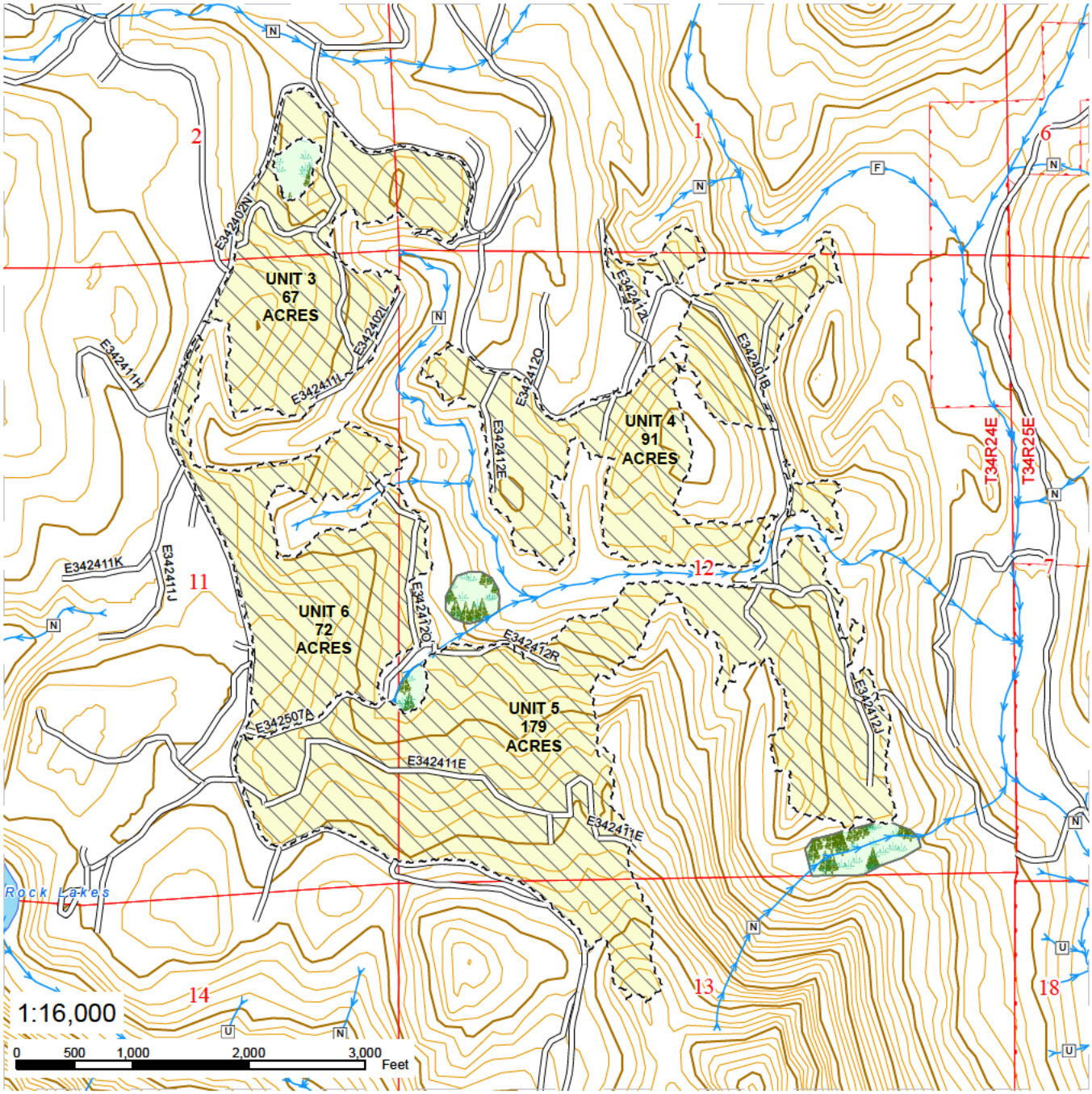
Approx. Average Diameter: **3 inches**

Additional Comments: **This contract is within a timber sale harvest area that was harvested in 2011. This area is composed of small to moderate sized thickets of regeneration (less than one acre to five acres) separated by openings created through harvest or that are naturally occurring (rock outcrops, grassy slopes etc.). The intent of this proposal is to thin out the thickets and slash regeneration damaged as a result of harvest. Operations may continue until snow depths reach 6 inches or authorization is provided in writing. There are several moderate sized openings (1/4 acre to 2 acre) within all units that will require minimal work.**

PCT MAP

NAME: BEAVER FEVER PCT
AGREEMENT#: .
TOWNSHIP(S): T34R24E, T35R24E
TRUST(S): Common School and Indemnity (3)

REGION: NORTHEAST
COUNTY(S): OKANOGAN
ELEVATION RGE: 2895-4147



PreCommercial Thinning
PCT Boundary Tags
Forested Wetlands
Existing Roads
Fence
DNR Managed Lands
Public Land Survey Sections
Open Water
Streams
Contours 40-foot

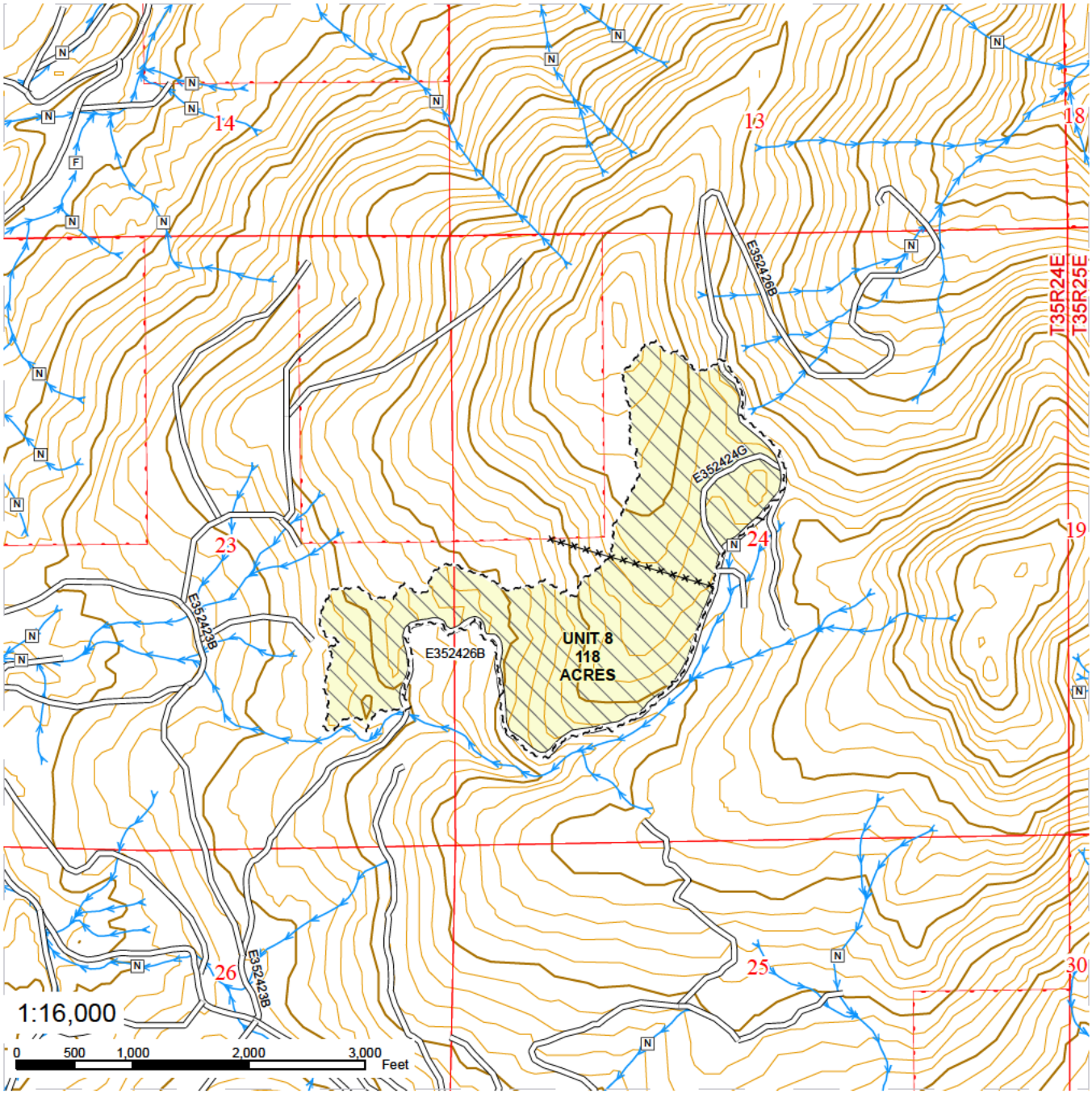
N

Prepared By: dz
Creation Date: 4/4/2012
Modification Date: 04/27/2012

PCT MAP

NAME: BEAVER FEVER PCT
AGREEMENT#: .
TOWNSHIP(S): T34R24E, T35R24E
TRUST(S): Common School and Indemnity (3)

REGION: NORTHEAST
COUNTY(S): OKANOGAN
ELEVATION RGE: 2895-4147



PreCommercial Thinning
PCT Boundary Tags
Forested Wetlands
Existing Roads
Fence
DNR Managed Lands
Public Land Survey Sections
Open Water
Streams
Contours 40-foot

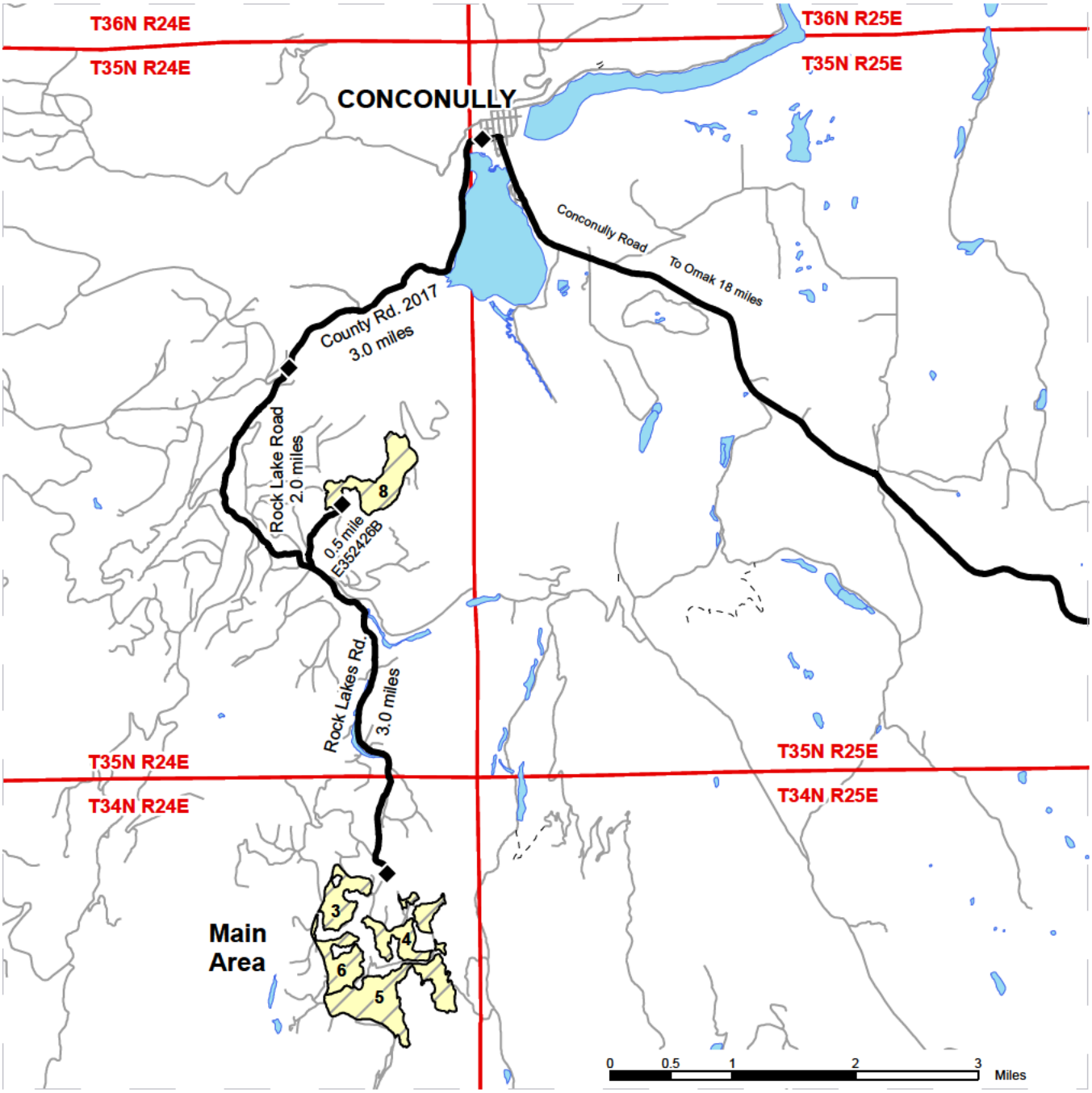
N

Prepared By: dz
Creation Date: 4/4/2012
Modification Date: 04/27/2012

PCT DRIVING MAP

SALE NAME: BEAVER FEVER PCT
AGREEMENT#: .
TOWNSHIP(S): T34N R24E, T35N R24E
TRUST(S): COMMON SCHOOL & INDEMNITY (3)

REGION: NORTHEAST
COUNTY(S): OKANOGAN
ELEVATION RGE: 2895-4147 FT



PCT Units

Access Route

Other Route

Open Water

DRIVING DIRECTIONS:

Unit 8:
From Conconully, travel approximately 3 miles southwest on County Road 2017 to the junction of Rock Lake Road. Veer to the left on Rock Lake Road and travel approximately 2 miles to the junction of the E352426B road. Turn left (east) and travel 0.5 miles to Unit 8.

Main Area:
From the junction of Rock Lake Road and the E352426B road listed above, travel approximately 3 miles south on Rock Lake Road to the main precommercial thinning area location of Units 3, 4A, 4B, 4C, 4D, 5 and 6.

N

Prepared By: dz

Creation Date: 4/25/2012

Modification Date: 04/27/2012

SECTION IV
BID FORM

PRECOMMERCIAL THINNING INVITATION TO BID/CONTRACT NUMBER **1369**

Award of contract shall be on an **Acres completed** basis.

At the following rates, the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of Invitation to Bid/Contract Number **1369**.

Item No.	Unit No.	Acres[1]	Unit Bid Price (Per Acre)	Unit Total[2]
1	**3, 4, 5, 6 & 8**	**527**	**$_____/Ac**	**$_____**

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

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 instructions to bidder page 2 of contract

[1]An approximate number.
[2]Exclusive of Washington State Sales Tax.

Contract # 1369

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 1369. Submittal of this document with authorized signature constitutes complete understanding of all terms and conditions. And further, submittal of this document constitutes acceptance of and 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 1369 is hereby awarded and executed between_____and the State of Washington, Department of Natural Resources, to be effective _____ , 20_____. This award is for 1369 Number(s) _____.

State of Washington,
Department of Natural Resources

By: _____
(Signature) (Date)
Loren D. Torgerson
Northeast Region Manager

NOTE: Detach and return this form per instructions to bidders page 2 of contract.