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

INVITATION TO BID:
Conifer Release Hand Cutting CONTRACTS

You are invited to bid on the following Conifer Release Hand Cutting Contract and are advised to examine the Units prior to bidding. The implied warranty of fitness for a particular purpose, and all other warranties, express or implied, are excluded. For example, the Department of Natural Resources (DNR) does not warrant the acreage for each unit. Any acreage descriptions appearing in each contract are estimates only, solely for administrative and identification purposes.

A draft contract is attached to this invitation.

Contract #	# Acres	# Units	Location
1441	599	11	Mason County

BID PROCEDURES

Bid Delivery

The bidder shall prepare one complete bid form for each contract, available in Section III of the draft contract. Each bid shall be delivered to the DNR's Region Office in its own envelope marked “Sealed Bid” and addressed to the DNR's Region Manager as specified below.

If multiple bids are submitted by one bidder, those sealed bids can be submitted inside a single envelope.

No facsimiled, e-mailed, or other non-original form of bids will be considered by the DNR.

Bids will be accepted until 2:00 PM on Tuesday, June 18th, 2013.

Questions pertaining to this Invitation to Bid can be answered by contacting Brian Williams at 425-736-4726. Oral explanations, interpretation, or instructions given before the award will not be binding.

Bid Contents

Each bid shall include all five of the following items:

1) Bid Form (Section III-A of the draft contract),
2) Contractor's Declaration of Industrial Insurance Status (Section III-B of the draft contract);
3) Solicitation to Offer (Section III-C of the draft contract);
4) Photocopy of Washington State Farm Labor Contractors License; and
5) Bid deposit

All documents must be legible and properly completed.

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

Addressed to:	Brian Williams Washington State Department of Natural Resources South Puget Sound
Upper left corner:	Bidder's Name Bidder's Address
Lower left corner:	Conifer Release Hand Cutting – "Sealed Bid" Invitation to Bid on Contract Number: 1441

Bid Form Requirements

Bids must be submitted on the Bid Form (Section III-A) attached to the draft contracts. The following information must be entered on the Bid Form:

1) Bids should include all costs related to the completion of the Work.

2) A Unit Bid Price and a Unit Total must be entered for all of the Units in the contract. All Unit Totals for the contract must be summed and entered as the Contract Price. In the event of a difference between the sum of all Unit Totals and the Contract Price, the individual Unit Totals shall prevail.

3) All Bid Forms (Section IV-A) must be signed in ink. If the bid is made by a corporation, it shall be signed by the corporation's authorized designee. Incomplete or unsigned bids may be rejected.

Offer to Contract

Your Invitation to Bid is a solicitation to offer to contract with the DNR. All bids shall remain firm for a period of 60 calendar days after the bid opening.

Your bid becomes part of a contract if it is officially awarded by the DNR with a contract award letter.

Bid Deposit

A bid deposit of ONE THOUSAND DOLLARS ($1,000) is required. This deposit is for the purpose of assuring the DNR that the bidder will accept award of any contracts on which the bidder is the lowest responsible bidder.

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 contract number. The bid deposit must be delivered to the DNR'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.

After DNR and the lowest responsible bidder sign the contract, bid deposits will be returned to all unsuccessful bidders. In the event the bidder rejects award of any contract included in this Invitation to Bid, the bidder will forfeit the bid deposit.

Bidder Insurance

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by DNR's risk manager before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Bid Opening

At the time and date specified in the bid delivery clause above, 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 South Puget Sound office ten (10) working days prior to the scheduled bid opening.

Withdrawal of Bid

A bidder's authorized representative may withdraw a bid in person before the opening of any one of the bids. Bidder's representatives will be required to show photo identification and sign on the bid summary sheet before the bid will be released.

Rejection of Bids

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

Lowest Responsible Bidder

Award of the contract shall be to the lowest responsible bidder as determined by the DNR. In determining the lowest responsible bidder, in addition to price, the following may be considered (RCW 39.26.160): (a) the bidder's ability, capacity, and skill to perform the contract; (b) the bidder's character, integrity, reputation, judgment, experience, and efficiency; (c) whether the bidder can perform the contract within the time specified; (d) the quality of the bidder's previous contract performance with the DNR or other landowners; and (e) the bidder's previous and current compliance with laws relating to the contract or services. The DNR's determination that a bidder is not qualified may result in rejection of the bid submitted.

Any bidder who has had unsatisfactory performance resulting in the termination of a DNR silviculture contract, will not be considered a responsible bidder unless the bidder provides government or forest industry references demonstrating acceptable performance on at least one contract with a minimum of 800 acres of Conifer Release Hand Cutting since the time of the termination. DNR reserves the right to contact references and make its own judgment regarding their reliability. DNR will review situations on a case-by-case basis, and encourages interested bidders to contact DNR with any questions before the specified bid opening.

Award Letter

The DNR makes every effort to mail an award letter with instructions and the contract to the successful bidder within fifteen (15) business days of bid opening.

Conditions on Award

Within ten (10) business days after the bidder receives their award letter, the DNR must receive the performance and damage deposit and insurance certificate at the DNR's Region Office. The Contract Manager specified in the contract may extend this time upon written request.

If the bidder fails to submit the above items within the time specified, the DNR may consider the contract award rejected, in which case the bidder will forfeit the bid deposit.

Right to Amend Invitation to Bid

The DNR reserves the right to amend this Invitation to Bid, in which case DNR will notify all known bidders prior to bid opening.

Registration with the Office of Financial Management

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, or contact OFM at:

Statewide Payee Desk
P.O. Box 43113
Olympia, WA 98504-3113
Phone: 360-664-7779

Special Remarks

Term of contract: Monday, June 24th, 2013 to Friday, **August 9th, 2013**.

See Section II-A: Unit Description **for hazard abatement requirements** in Unit 4.

Keys/Access: A 383 Master key is required for some units. A key can be checked out by calling Ben Blocher 360-463-1829 or Mike Davies 360-801-0682.

Personal fire extinguishers are required for each saw operator from April 15th to October 15th. Fire waivers are not granted in South Puget Sound Region.

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.

HOSPITAL NAME	ADDRESS	CITY	ZIP	PHONE
Mason General Hospital	901 Mountain View Drive	Shelton	98584	360.426.1611

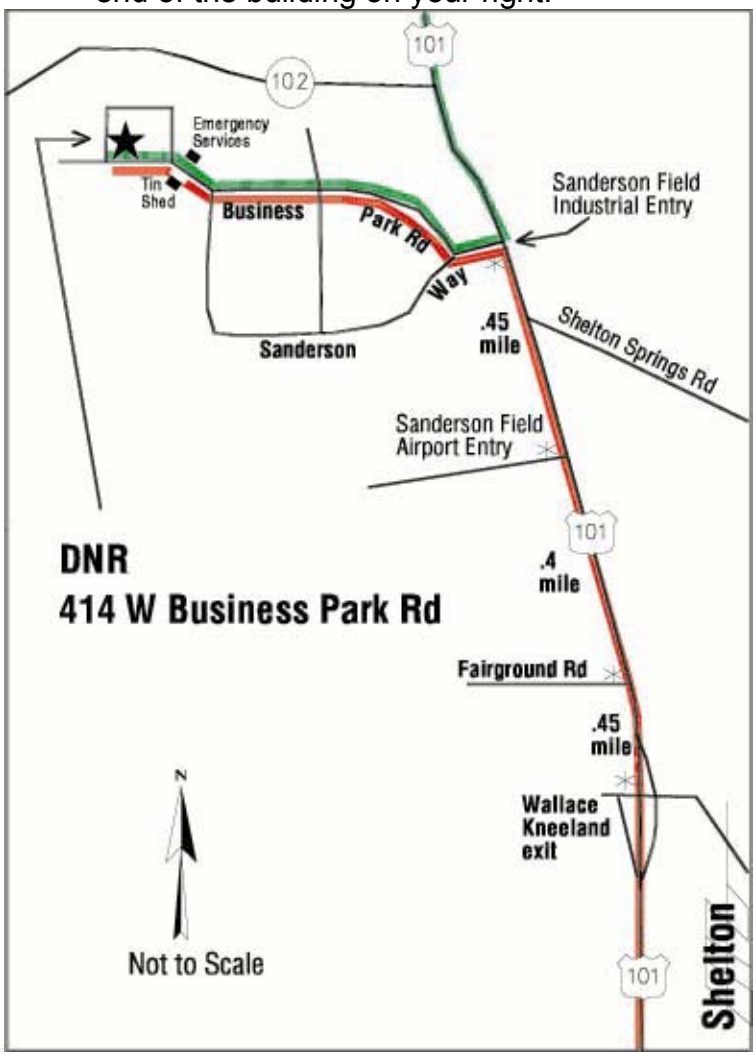
Department of Natural Resources
South Puget Sound Region
Port of Shelton Work Center – 414 W Business Park Rd

From the South (approximately 25 miles and 30 minutes from the NRB)

- Take US 101 North, past Shelton
- Turn LEFT at the Sanderson Field Industrial Entrance
- Turn at the first RIGHT onto Business Park Rd
- Follow Business Park Rd along, you'll come to a corner with several buildings – a 'tin shed' will be to your left, Emergency Services to your right. Head through this intersection and the DNR work center is at the further end of the building on your right.

From the North

- Take US 101 South
- Before reaching Shelton, turn RIGHT at the Sanderson Field Industrial Entrance
- Turn at the first RIGHT onto Business Park Rd
- Follow Business Park Rd along, you'll come to a corner with several buildings – a 'tin shed' will be to your left, Emergency Service to your right. Head through this intersection and the DNR work center is at the futher end of the building on your right.



WASHINGTON STATE DEPARTMENT OF
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Peter Goldmark - Commissioner of Public Lands

South Puget Sound Region

HAND CUTTING
Contract Number #1441

Contract Digest: Release Hand Cutting

- Definitions

SECTION I – CONTRACT CLAUSES

A. General Provisions
B. Specifications for the Activity
C. Compliance Inspection and Payments

SECTION II – MAPS AND UNIT INFORMATION

A. Unit Descriptions
B. Unit Maps
C. Vicinity Map

SECTION III – FORMS FOR BIDDER TO COMPLETE

A. Bid Form
B. Contractor's Declaration of Industrial Insurance Status
C. Solicitation to Offer and Contract Award

DEFINITIONS

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

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

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

'Contractor' means the business entity engaged with DNR to complete the terms of this contract.

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

'Designated Contract Representative(s)' means those individual(s) designated by Contractor on the Pre-Work Form during the Pre-Work Conference.

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

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

'Inspection Plot' is a systematic field measurement used by the Compliance Forester to assess and rate Contractor performance.

'Leader' is the topmost shoot of a tree. While some trees may have multiple tops, the 'Leader' is the tallest and most dominant.

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

'Region Manager' means the designated DNR staff person responsible for managing the affairs of DNR in designated large geographic areas. The Region Manager may perform the duties of the Contract Manager.

'Severely Suppressed Conifer' means a Conifer which is unlikely to respond to release treatment or likely to be damaged during the felling of Hardwood trees less than 5" dbh. These typically are found under a heavy canopy of Hardwood trees and are less than half the height the Hardwood trees, and are often spindly, sparsely needled, and leaning. Douglas-fir, true fir, or white pine with drooping or bending stems (other than fresh new growth) should be considered 'Severely Suppressed'.

'Unit' is the individual geographical area on which Work will be done. Each Unit is specifically identified by number on the Unit Description (Section II-A), corresponding Unit Map (Section II-B), and Bid Form

(Section III-A).

'Unit Bid Price' is the rate per acre, written in the Unit Bid Price column of the Bid Form (Section III-A).

'Unit Total' is the total amount (in dollars) that Contractor agrees to be paid for each Unit, written in the Unit Total column of the Bid Form (Section III-A).

'Work' includes all hand cutting activities performed by Contractor in the Units.

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

SECTION I-A: GENERAL PROVISIONS

A-01 Contractor's Warranty

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

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

B. Availability of labor, water, electric power, and road;

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

D. The confirmation and conditions of the ground;

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

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

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

A-02 Modifications

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

A-03 Contract Complete

This contract is the final expression of the parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

A-05 Scope of DNR Advice

No advice by any agent, employee, or representative of DNR regarding the method or manner of performing shall constitute a representation or warranty that said method, manner or result thereof will conform to the contract or be suitable for Contractor's purposes under the contract. Contractor's reliance on any DNR advice regarding the method or manner of performance shall not relieve Contractor of any risk or obligation under the contract. Contractor retains the final responsibility for its operations under this contract and DNR shall not be liable for any injuries resulting from Contractor's reliance on any DNR advice regarding the method or manner of performance.

A-06 Performance Security

Contractor agrees to furnish, within ten (10) business days of receipt of the award letter, security in the amount of ten percent (10%) of the total awarded contract price. The security shall be in the form of certified check or cashiers' check made payable to the Washington State Department of Natural Resources, an irrevocable letter of credit, or a savings account assignment. A letter of credit must comply with Title 62A RCW, Article 5. This security guarantees performance of this

contract and payment of any damages resulting from Contractor's noncompliance with any contract provisions, negligent or imprudent actions, or the law. Performance security must remain in full force over the duration of the contract. In the event DNR needs to utilize the security, Contractor may be required to replace the portion(s) utilized within five (5) business days of receiving written notice from DNR. Contractor shall not operate unless the performance security has been accepted by DNR. If at any time DNR decides that the security document or amount has become unsatisfactory, Contractor agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to DNR or to supplement the amount of the existing security.

A-07 Contract Modification or Cancellation

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

A-09 Compliance with all Laws

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

A-10 Licenses and Permits

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

A-11 Indemnity

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

A-12 Insurance

Contractor shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at DNR's option.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

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

A. **Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner):** The insurer shall give DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, DNR shall be given ten (10) days advance notice of cancellation.

B. **Insurers subject to Chapter 48.15 RCW (surplus lines):** DNR shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, DNR shall be given ten (10) days advance notice of cancellation.

Before starting work, Contractor shall furnish DNR with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified and, if requested, copies of polices to DNR. The certificate of insurance shall reference the State of Washington, Department of Natural Resources, and the contract number.

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, umbrella, and property insurance policies.

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 DNR.

Contractor waives all rights against DNR for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this contract.

If Contractor is self-insured, evidence of its status as a self-insured entity shall be provided to DNR. If requested by DNR, Contractor must describe its financial condition and the self-insured funding mechanism.

By requiring insurance herein, DNR 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 and reimbursements granted to State in this contract.

The limits of insurance, which may be increased by DNR, as deemed necessary, shall not be less than as follows:

A. **Commercial General Liability (CGL) Insurance:** Contractor shall maintain general liability (CGL) insurance covering claims for bodily injury, personal injury, or property damage arising on the property and/or out of Contractor's operations and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

   CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

B. Employer's Liability ("Stop Gap") Insurance: Contractor shall buy employer's liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 for each accident for bodily injury by accident or $1,000,000 for each worker for bodily injury or disease.

C. Business Auto Policy (BAP): Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than $1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Contractor waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

D. Workers' Compensation Coverage: Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Contractor waives all rights of subrogation against DNR for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Contractor fails to comply with all state of Washington workers' compensation statutes and regulations and DNR incurs fines or is required by law to provide benefits to or obtain coverage for such workers, Contractor shall indemnify DNR.

A-13 Safety Compliance

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

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

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

C. The Compliance Forester reserves the right to shut down the work site when any condition of imminent danger is present. The work site will remain shut down until the danger has been removed by the contractor.

A-14 Venue

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

A-15 Dispute Resolution

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

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

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

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

A-16 Subcontracting

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

A-17 Nondiscrimination

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

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

A-18 Pre-Work Conference

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

A-19 Purpose of the Pre-Work Conference

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

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

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

C. The Work Schedule for this contract;

D. Time interval(s) at which Units will be processed for payment; and

E. Clarification of any unique requirements or conditions of the Work within this contract prior to commencing Work.

A-20 Work Delay

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

A-21 Non-conformances with Work Schedule

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

A-22 Work Days

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

A-23 Breach of Contract

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

A. If Contractor violates any provision of this contract, Compliance Forester, by written notice, may suspend the Work that is in breach. If the breach is capable of being remedied, Contractor has 15 days after receipt of a suspension notice to remedy the breach. If the breach cannot be remedied or Contractor fails to remedy the breach within 15 days after receipt of a suspension notice, DNR may terminate the rights of Contractor under this contract and collect damages.

B. If the contract expires without Contractor having performed all its duties under this contract, Contractor's right to operate is terminated and Contractor shall not have the right to remedy the breach. This provision shall not relieve Contractor of any payment obligations.

C. DNR has the right to remedy the breach in the absence of any indicated attempt by Contractor or if Contractor is unable, as determined by DNR, to remedy the breach. Any expense incurred by DNR shall be charged to Contractor and shall be paid within 30 days of receipt of billing.

A-24 Default of Contract

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

A-25 Washington State Forest Fire Protection Requirements

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

A-26 Fire Extinguishers

Personal fire extinguishers are required for each saw operator. A fire waiver may be granted by the DNR's Region Fire Control Manager. If a fire waiver is granted, Contractor shall abide by the provisions of the waiver.

A-27 Spark Arresters

All of Contractor's spark emitting engines will be equipped with spark arresters. The lists adopted by the agency are from the National Wildfire Coordinating Group (NWCG):
NWCG approved spark arrestor lists

A-28 Inspection

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

A-29 Open Fires

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

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A-30 Removal of Merchantable Products

Contractor is prohibited from removing merchantable or potentially merchantable products from the Units for commercial use. Separate approval by agreement or contract with DNR is required for removal of firewood, poles, posts, and other merchantable or potentially merchantable material.

A-31 Garbage

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

A-32 Camping

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

A-33 Abbreviations

The following Seedling species abbreviations will be used: AF = Supalpine fir; AS = Quaking aspen; BC = Black cottonwood; DF = Douglas-fir; GF = Grand fir; LP = lodgepole pine; MA = Bigleaf maple; MH = Mountain hemlock; NF = Noble fir; PP = Ponderosa pine; RA = Red alder; RC = Western redcedar; SF = Pacific silver fir; SS = Sitka spruce; WH = Western hemlock; WL = Western larch; WO = Willow; WP = Western white pine; YC = Alaska yellow cedar.

A-34 Term of Contract

The term of this contract is from Monday, June 24th, 2013 to Friday, August 9th, 2013. The contract shall not be extended without written permission from the DNR Region Manager.

SECTION I-B: SPECIFICATIONS FOR THE ACTIVITY

B-01 Precedence between Sections

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

B-02 Workers, Supervision, and Equipment

Contractor shall provide:

A. A minimum crew size of 10 workers, and a maximum crew size of 14 workers, unless otherwise approved by the Compliance Forester;

B. Adequate crew supervision, including at least one qualified, English speaking foreperson per crew, unless otherwise allowed by the Compliance Forester. The foreperson must have one season (at least three (3) months) of hand cutting experience in a forest setting. Documentation of a foreperson's experience shall be provided to DNR upon request; and

B-03 Boundaries

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

B-04 Treatment Specifications

Contractor shall accomplish all of the following:

A. Sever and fell all Hardwood trees greater than two (2) feet tall that are within fifteen (15) feet of Conifers that are not Severely Suppressed, except for Hardwoods over five (5) inches in diameter, which shall be girdled as described in B-04-E below.

B. Sever and fell all woody shrubs greater than three (3) feet tall that are within six (6) feet of Conifers that are not Severely Suppressed.

C. Sever main stems or sprouts of shrubs, brush, Hardwood trees and living stump sprouts no closer than four (4) inches but not further than twelve (12) inches from their point of origin. Sever all live limbs and branches on the remaining stump at their point of origin.

D. Refrain from physical damage to Conifers on the Unit while severing and felling shrubs, brush, and Hardwood trees.

E. Girdle any Hardwood tree with a DBH greater than five (5) inches by removing the bark from the main stem in a two (2) inch wide band completely around the stem below the lowest live branch.

F. Refrain from pruning or otherwise damaging Conifer trees while cutting Hardwoods.

G. Refrain from leaving any Hardwoods in contact with the top one-half (1/2) of any Conifer after cutting. Refrain from bending or damaging Conifer Leaders when felling Hardwoods.

H. Where no Conifers or only Severely Suppressed Conifers exist, leave Hardwoods in twelve (12) foot by twelve (12) foot spacing. Red alder is the preferred Hardwood tree to be left when hand cutting is implemented, followed by bigleaf maple. Contractor shall select the largest, best-formed Hardwood trees to be left. If bigleaf maple clumps are left in Hardwood thinning areas, only 3 or less stems shall be left on each clump.

B-05 General Specifications

Contractor shall accomplish all of the following:

A. Keep all roads free of debris and slash for a distance of ten (10) feet from each side of road.

B. Immediately remove any debris or soil deposited in ditches, culverts, or roadways.

C. Refrain from activities that will result in excessive deterioration of ditches, culverts, or roadways.

D. Preserve any legal land subdivision survey corners and/or witness objects. If Contractor destroys or disturbs such monuments, DNR will utilize a licensed land surveyor to re-establish any affected survey corners and/or witness objects in accordance with the U.S. General Land Office Standards at Contractor's expense.

E. Refrain from damaging fences or any other improvements adjacent to or within the Unit during hand cutting work. Any such damage will be repaired at Contractor's expense. Contractor shall remove any slash that falls onto lands not owned by the State and distribute it back into the Unit.

F. Refrain from reopening blocked roads without prior written approval from the DNR.

B-06 Special Contract Requirements

A. Sever main stems or sprouts of all Scotch broom no closer than two (2) inches but not further than eight (8) inches from their point of origin. Sever all live limbs and branches on the remaining stump at their point of origin.

B. Contractor required to pull all slash back 10 feet from any recreation trails by the end of each work day.

SECTION I-C: UNIT COMPLIANCE INSPECTION AND PAYMENT

C-01 Field Inspections

The Compliance Forester will conduct periodic inspections. Inspections may be done concurrently with release hand cutting Work but will be completed no later than five (5) business days after Work completion on the Unit.

C-02 Inspection Plots

The Compliance Forester will establish inspection plots to determine the Contractor's Unit Performance Rating (Clause C-05). Inspection plots shall be circular and one fiftieth ($1/50^{th}$) acre in size. The Unit Performance Rating will be determined from a minimum sample of five (5) plots, or two (2) plots for every five (5) acres of Unit, whichever is greater. In large Units a maximum of 40 plots will be used to determine compliance percentage. The inspection plots will be well distributed over the Unit. The Compliance Forester will examine each inspection plot.

C-03 Inspection Procedures

The compliance forester will use the following procedures on each inspection plot:

A. Total Number of Trees

The number of Conifer trees within the plot will be determined. This number will serve as the total number of trees.

B. Deductions

The following deductions will be counted:

- The number of Hardwoods incorrectly cut within the plot;
- The number of Hardwood trees in contact with Conifer trees;
- The number of damaged Conifers.

C. Compliance Percentage

Compliance percentage on each plot will be determined by dividing the total number of Conifer trees minus the sum of incorrectly cut trees, Hardwoods in contact with Conifers, and damaged Conifers by the total number of trees and multiplying times 100. Compliance percentages calculated below 0 percent will be assigned a value of 0 percent.

$$\text{Compliance percentage} = \frac{\text{Total number of trees} - \text{All deductions}}{\text{Total number of trees}} \times 100$$

D. Inspection plots with no Conifer or only Severely Suppressed Conifers

Where inspection plots with no or only Severely Suppressed Conifers are found, the plot percentage will be determined based on the correct thinning of existing Hardwood trees. If the inspection plot is fully stocked with Hardwood trees, treated plots with five to seven (5-7) trees will be assigned a value of 100 percent. Those with 8 will be assigned a value of 95 percent. Plots with 4 or 9 will be assigned a value of 90 percent. Plots with 10 will be assigned a value of 80 percent. Plots with less than 4 or more than 10 will be assigned a value of 0 percent. Areas of the plot where no Hardwood trees were growing will be considered as having correctly thinned Hardwood trees.

C-04 Inspection Procedure Example

An inspection example is as follows:

- 8 Conifer trees (none Severely Suppressed) found on plot.
- 3 Hardwoods incorrectly cut.
- 2 Hardwoods in contact with Conifers.
- 1 damaged Conifer; pruned limbs, broken tops, etc.

$$\text{Compliance percentage} = \frac{(8 - 3 - 2 - 1)}{8} \times 100 = 25\%$$

When the area is reworked and all Hardwood problems are corrected, the compliance percentage is calculated as follows because the damaged Conifer cannot be corrected.

$$\text{Compliance percentage} = \frac{(8 - 1)}{8} \times 100 = 87.5\%$$

C-05 Unit Performance Rating

The Unit Performance Rating for each Unit will be determined by summing the compliance percentages for all plots established in the treated Unit, then dividing by the number of plots that were established.

C-06 Unit Performance Rating Example

A Unit Performance Rating example is as follows:

- 5 plots were taken on a ten acre Unit.
- The compliance percentages on these plots were: 80%, 80%, 90%, 85%, and 90%

$$\text{Unit Performance Rating} = \frac{(80\% + 80\% + 90\% + 85\% + 90\%)}{5} = 85\%$$

C-07 Visual Inspection Option

The Compliance Forester may, in consultation with the Contract Manager, award a Unit Performance Rating of 90% or above based on a visual inspection of the completed work Unit without performing inspection plots. Unit Performance Ratings below 90% require the plot inspection procedure described in Clause C-03.

C-08 Determination of Payment

The acceptability and the rate of pay for hand cutting Work performed will be based on the Unit Performance Rating. The Compliance Forester's inspection will determine the rating.

A. Satisfactory Work Performance: The Work is satisfactory if the Unit Performance Rating is between 90 and 100 percent.

B. Unsatisfactory Work Performance: The Work is considered unsatisfactory if the Unit Performance Rating is less than 90 percent.

C. Reduction in Payment: The reduction in payment for unsatisfactory work will be based on the Unit Performance Rating. If the Unit Performance Rating is less than 90 percent but

equal to or greater than 80 percent, then the rate of pay will be equal to the Unit Bid Price reduced by three (3) percent for every one (1) percent the Unit Performance Rating is less than 90 percent. If the Unit Performance Rating is 79 percent or less, there will be no payment for the Unit.

C-09 Contract Compliance Basis

Contract compliance inspection of Work performed and payment for Work performed will be based on acreage completed.

C-10 Subdivision of Inspection Units

The Compliance Forester has the option to 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.

C-11 Re-work of Unsatisfactory Units

The Compliance Forester may require the Contractor to re-work a Unit which is not rated satisfactory. The Compliance Forester may require the rework to be completed prior to starting Work on a new Unit. Reworked areas will be reexamined for contract compliance, and will replace the previous Unit Performance Rating. If the Contractor refuses to re-work the Unit, the DNR may terminate the contract and retain the damage and performance deposit. If the Contractor re-works the Unit and it is rated unsatisfactory, the DNR may terminate the contract and the Contractor will be paid only for satisfactorily completed Work prior to termination.

C-12 Payment Schedule

The default payment schedule will be one monthly payment to Contractor, following completion of each full calendar month, unless otherwise approved by Contract Manager. If a different schedule is requested by either party, it will be agreed upon during the Pre-Work Conference (Clause A-19) and will be set forth in the Work schedule. Payment shall be made as follows:

A. Registration with Office of Financial Management

In order to receive any payment the contractor must be registered with the Office of Financial Management (OFM) http://www.ofm.wa.gov/isd/vendors.asp. The contractor will select whether payment will be made monthly as a partial payment for all successfully completed Units, or by one total payment at the end of the contract, unless an alternate payment schedule is agreed upon in the pre-work conference. The DNR will attempt to comply with the desires and needs of the Contractor but assumes no legal duty or obligation to adhere to the schedule of payment so arranged.

B. L&I Insurance Premiums

DNR shall retain ten percent (10%) of all payments due to Contractors who hire workers as security for Labor & Industries industrial insurance premiums owed for its workers. After completion of the contract, and upon determination that Contractor has met all financial obligations for industrial insurance premiums related to the contract, the 10% retainage will be returned to Contractor.

C. Partial Payment

Contractor may request partial payment when part of a Unit is completed.

D. Unit Completion Form

Contractor or Designated Contract Representative shall sign the Unit Completion Form after completion of each Unit or partial Unit being submitted for payment, or at the conclusion of

Work and completion of the Compliance Inspection for each Unit. The Compliance Forester will make payment recommendations for the invoice and forward the Unit completion form to the Contract Manager for processing.

E. Final Payment

The Contract Manager 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 is signed by the Contractor or Designated Contract Representative and the Contract Manager, and "final" payment is designated thereon.

F. Verification Traverse

If a Unit's acreage is disputed, Contractor may request a verification traverse by DNR. The request must be in writing and signed by Contractor. DNR will base the rate of pay on the acres determined from the verification traverse. If the net acres specified in the Unit Description (Section II-A) are correct within plus or minus five percent (±5%) after the verification traverse, Contractor shall pay for the verification traverse at a rate of ten dollars ($10.00) per one hundred (100) feet of traversed boundary.

SECTION II-A: UNIT DESCRIPTION

Conifer Release/Hand Cutting Contract #1441

					Special Requirements			
UNIT NUMBER	**TRUST**	**LEGAL**	**FMU NAME**	**ACRES**	**BOUNDARIES**	**UNIT SPECIFIC SPECIAL REQUIREMENTS**	**FIRE ZONE**	**COMMENTS**
1	03	T23N R4W S21	Revive U2	30	See Unit Map	Cut all Scotch broom, madrone, lodgepole/shore pine. See Section I-B-04, B-05, and B-06 (if applicable) for more details.	654	Access off the 1000 and the 1300 roads.
2	03	T23N R4W S23	Nomad U1	88	See Unit Map	Cut all Scotch broom, madrone, lodgepole/shore pine. See Section I-B-04, B-05, and B-06 (if applicable) for more details.	654	Access off the 1700 and 1720 roads.
3	03=56ac 06=9ac	T23N R4W S24	Nomad U2	65	See Unit Map	Cut all Scotch broom, madrone, lodgepole/shore pine. See Section I-B-04, B-05, and B-06 (if applicable) for more details.	654	Access off the 1000 Road.
4	01=54ac 06=1ac	T23N R3W S9	Colony	55	See Unit Map	Work will only be allowed from **8 AM to 5 PM Monday through Fridays,** exlcuding State recognized Holidays. **HAZARD ABATEMENT REQUIRED** on approximately **5 acres.** ALL CUT MATERIAL SHALL BE PILED/MOVED AT LEAST 200 FEET FROM ALL STRUCTURES ALONG EAST EDGE OF UNIT. Cut all Scotch broom, madrone, lodgepole/shore pine. See Section I-B-04, B-05, and B-06 (if applicable) for more details.	654	Access off the 3000 Road (383 key)
5	03	T23N R4W S21	Split Saddle U1	95	See Unit Map	Cut all Scotch broom, madrone, lodgepole/shore pine. See Section I-B-04, B-05, and B-06 (if applicable) for more details.	654	Access off the 3000 Road (383 key)
6	01	T23N R3W S5	Flat Can U1	85	See Unit Map	Cut all Scotch broom, madrone, lodgepole/shore pine. See Section I-B-04, B-05, and B-06 (if applicable) for more details.	654	Access off the 3000 Road (383 key)
7	06	T23N R3W S8	Flat Can U3	5	See Unit Map	Cut all Scotch broom, madrone, lodgepole/shore pine. See Section I-B-04, B-05, and B-06 (if applicable) for more details.	654	Access off the 3000 Road (383 key)
8	06	T23N R3W S8	Flat Can U4	2	See Unit Map	Cut all Scotch broom, madrone, lodgepole/shore pine. See Section I-B-04, B-05, and B-06 (if applicable) for more details.	654	Access off the 3000 Road (383 key)
9	06	T23N R3W S5	Flat Can U5	3	See Unit Map	Cut all Scotch broom, madrone, lodgepole/shore pine. See Section I-B-04, B-05, and B-06 (if applicable) for more details.	654	Access off the 3000 Road (383 key)
10	01=59ac 10=19ac	T24N R3W S31	Scroll	78	See Unit Map	Cut all Scotch broom, madrone, lodgepole/shore pine. See Section I-B-04, B-05, and B-06 (if applicable) for more details.	654	Access off the 1100 Road
11	07=74ac 01=19ac	T24N R3W S8	Willie U1	93	See Unit Map	Cut all Scotch broom in addition to Treatment Specifications 3-30.	654	Access from FS 25 RD, then FS 2480 RD
			Total Acres	**599**				

Unit Map

Conifer Release Hand Cutting

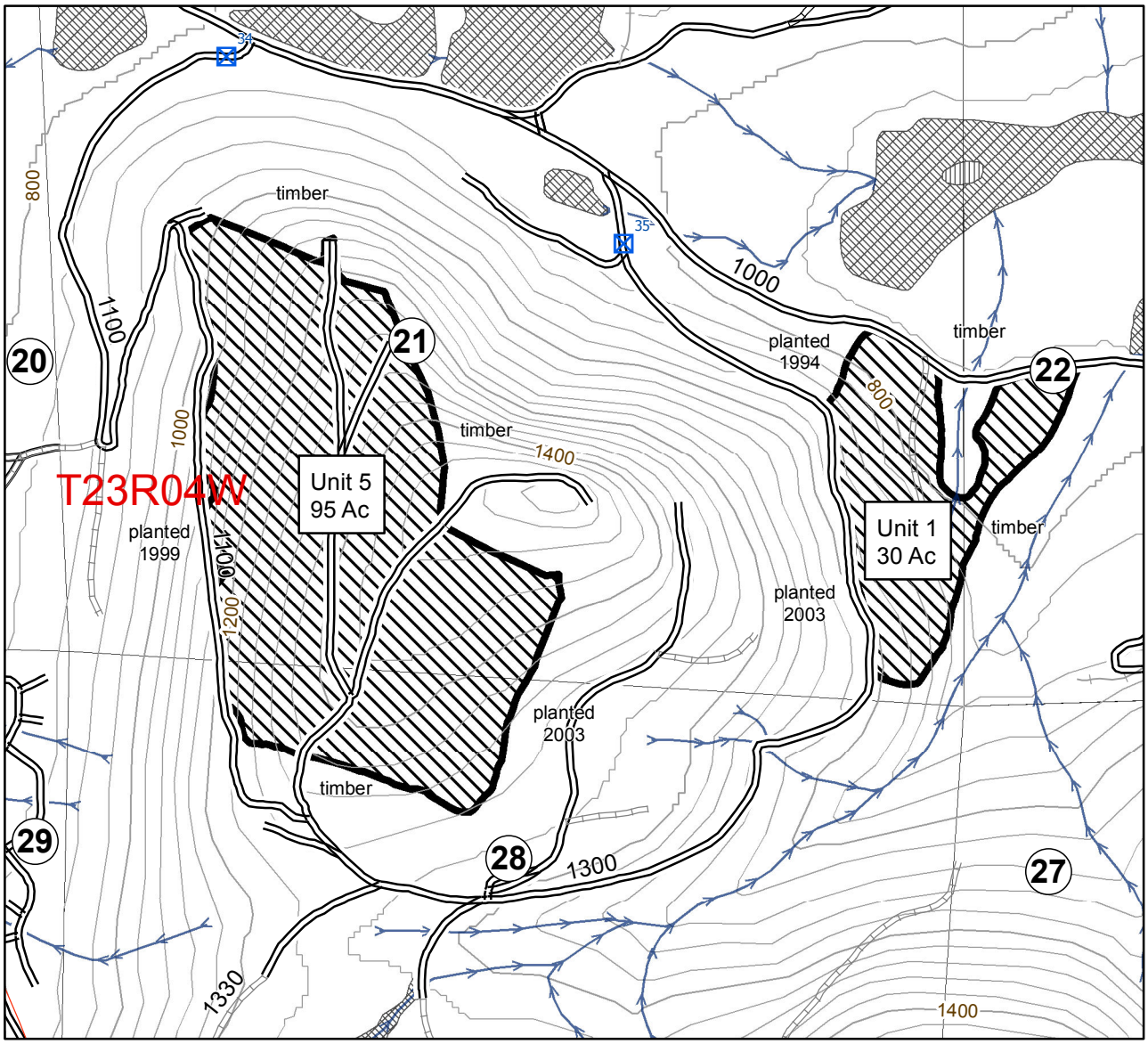
Contract Number: 1441

Region: *South Puget Sound* Unit: *Hoodsport*

County: *Mason* Section: *21, 22, 28* Township: *23 North* Range: *4 West* W.M.

Unit Name: *Revive TSU 2, Split Saddle TSU 1* Unit Number: *1, 5*

Approximate Scale 1" = 1000'



Vicinity Map, see Hoodsport

Legend

- Treatment Area
- Non-Driveable Road
- All-Weather Access Road
- Old Railroad Grade
- Abandoned Road
- Recreation Trail
- Streams
- Lakes and Ponds
- Wetlands
- 40 ft. Contours
- Gates
- Other Road Barriers

N

Due to changing ownership status and reliance on outside information, the Department of Natural Resources cannot accept responsibility for errors or omissions. Therefore, no warranties accompany this material.

Unit Map

Conifer Release Hand Cutting

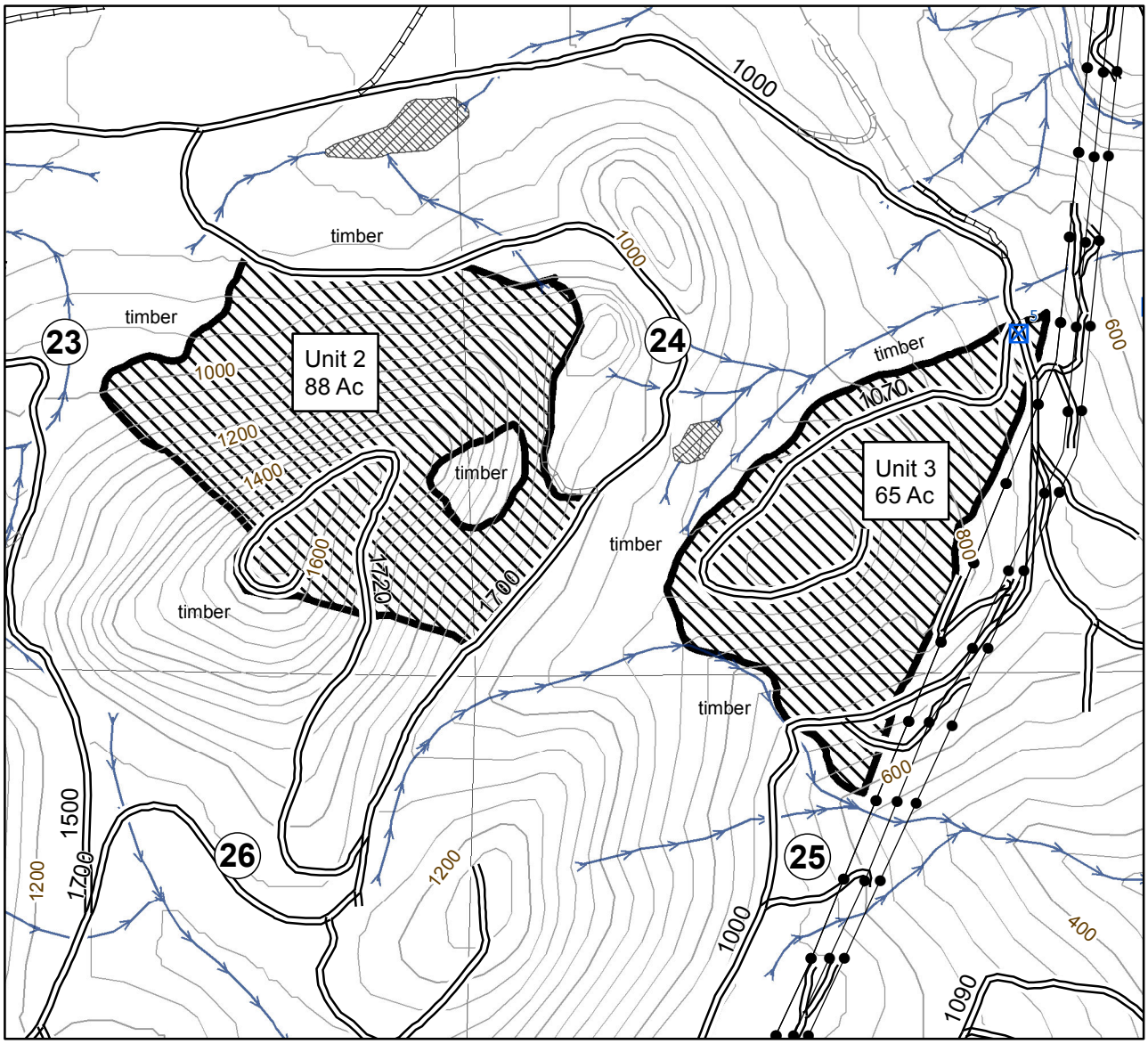
Contract Number: 1441

Region: *South Puget Sound* Unit: *Hoodsport*

County: *Mason* Section: *23, 24, 25* Township: *23 North* Range: *4 West* W.M.

Unit Name: *Nomad TSU 1, Nomad TSU 2* Unit Number: *2, 3*

Approximate Scale 1" = 1000'



Legend

- Treatment Area
- Non-Driveable Road
- All-Weather Access Road
- Old Railroad Grade
- Abandoned Road
- Recreation Trail
- BPA Transmission Lines
- Streams
- Lakes and Ponds
- Wetlands
- 40 ft. Contours
- Gates
- Other Road Barriers

Vicinity Map, see Hoodsport

N

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Unit Map

Conifer Release Hand Cutting

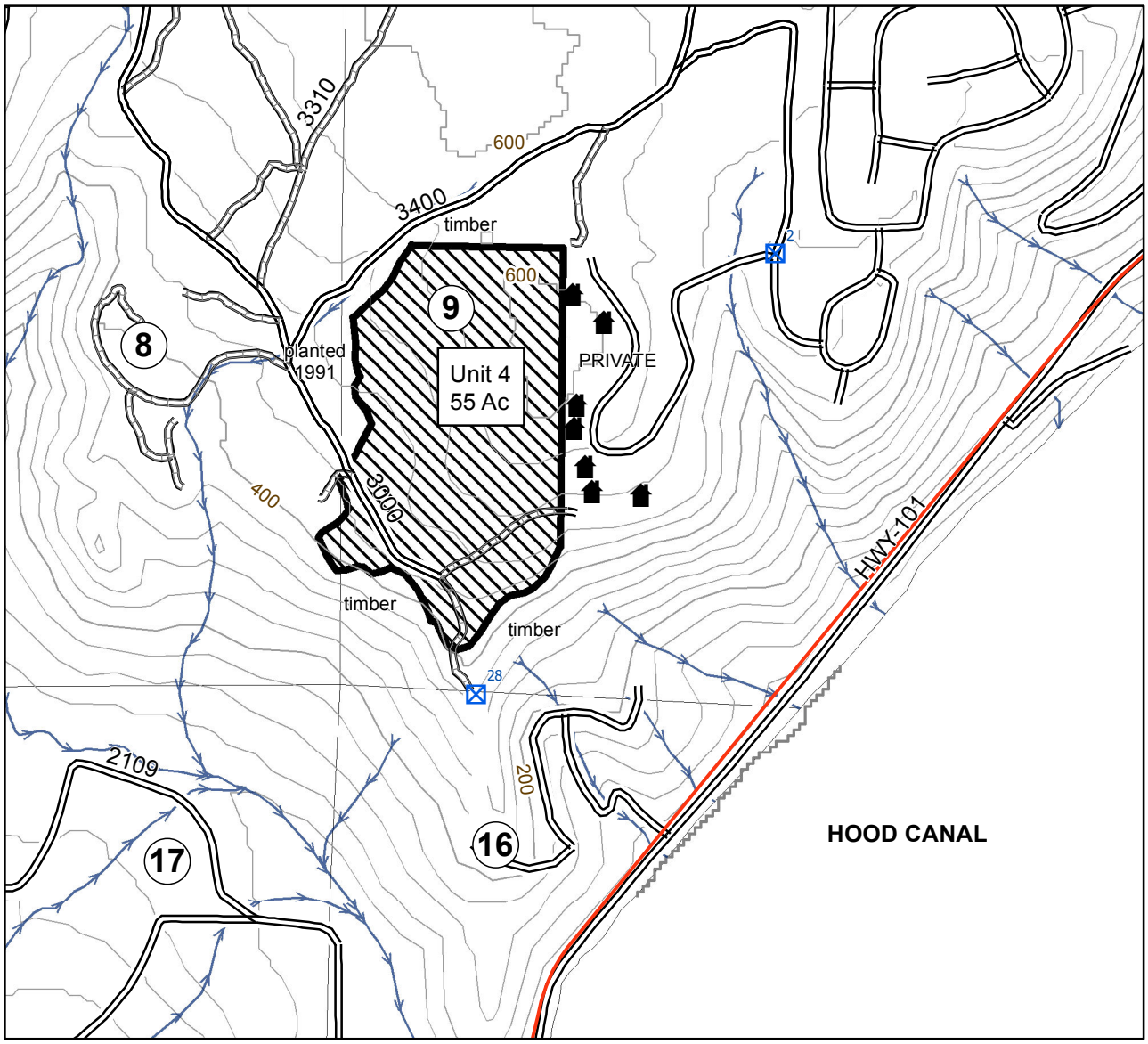
Contract Number: 1441

Region: *South Puget Sound* Unit: *Hoodsport*

County: *Mason* Section: *8, 9* Township: *23 North* Range: *3 West* W.M.

Unit Name: *Colony* Unit Number: *4*

Approximate Scale 1" = 1000'



Vicinity Map, see Hoodsport

Legend

- Treatment Area
- Non-Driveable Road
- All-Weather Access Road
- Old Railroad Grade
- Abandoned Road
- Recreation Trail
- Streams
- Lakes and Ponds
- Wetlands
- 40 ft. Contours
- Gates

N

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Unit Map

Conifer Release Hand Cutting

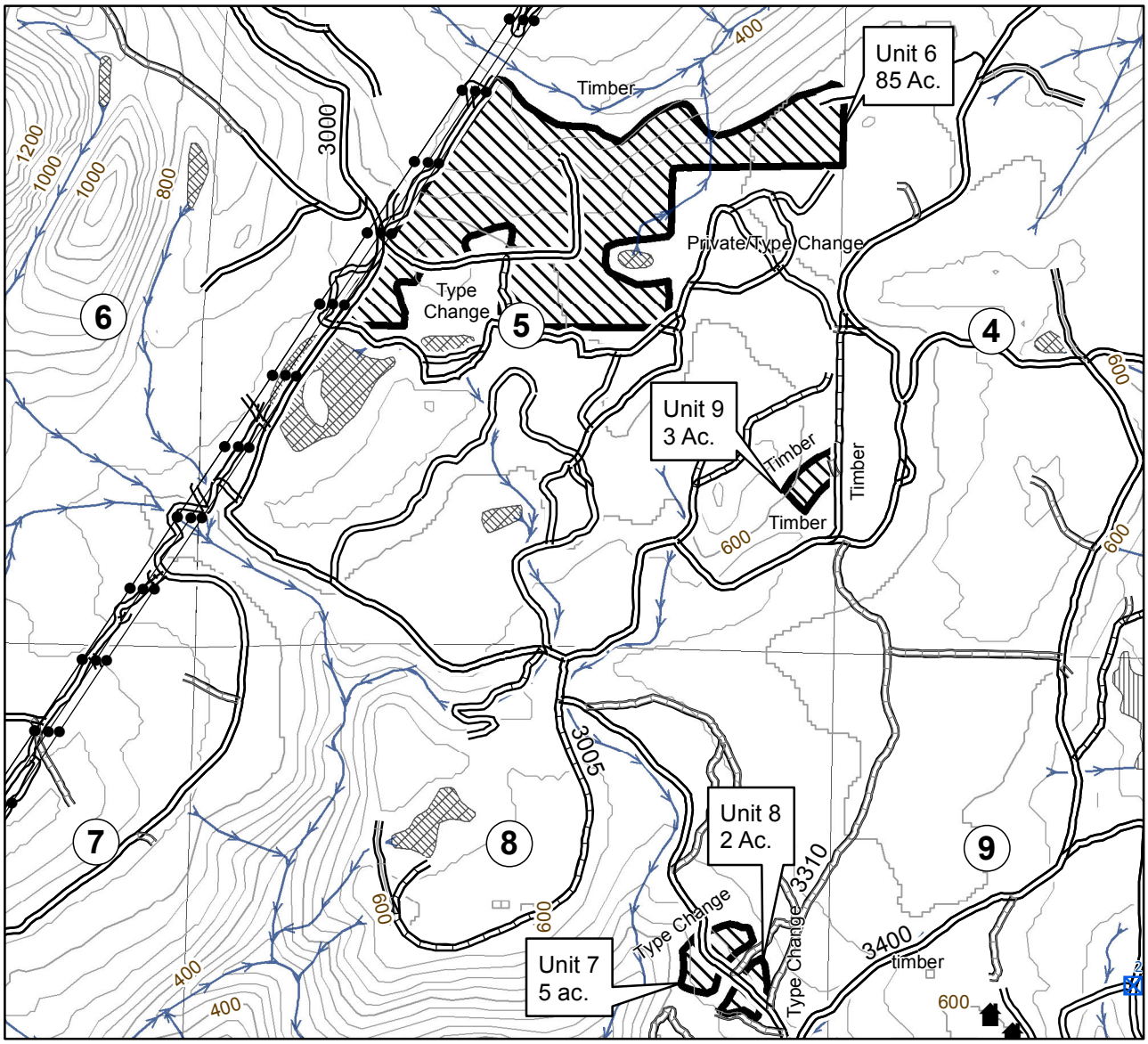
Contract Number: 1441

Region: *South Puget Sound* Unit: *Hoodsport*

County: *Mason* Section: *5, 8* Township: *23 North* Range: *3 West* W.M.

Unit Name: *Flat Can U1, U3, U4, & U5* Unit Number: *6,7,8 &9*

Approximate Scale 1" = 1000'



Vicinity Map, see Hoodsport

Legend

- Treatment Area
- Non-Driveable Road
- All-Weather Access Road
- Old Railroad Grade
- Abandoned Road
- Recreation Trail
- Streams
- Lakes and Ponds
- Wetlands
- 40 ft. Contours
- Gates

N

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Unit Map

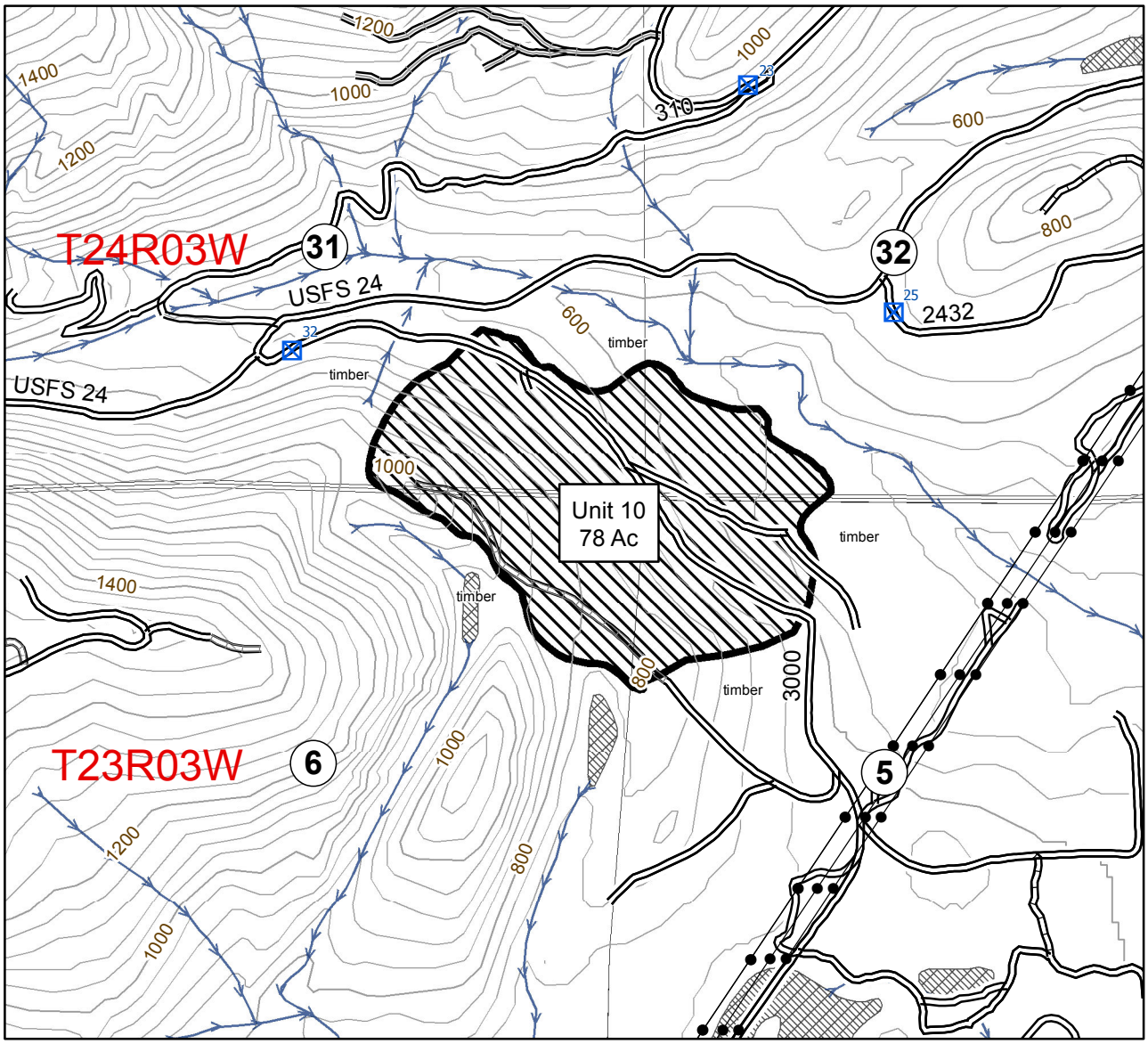
Conifer Release Hand Cutting **Contract Number: 1441**

Region: *South Puget Sound* Unit: *Hoodsport*

County: *Mason* Section: *31, 32; 5, 6* Township: *24; 23 North* Range: *3 West* W.M.

Unit Name: *Scroll* Unit Number: *10*

Approximate Scale 1" = 1000'



Legend

- Treatment Area
- Non-Driveable Road
- All-Weather Access Road
- Old Railroad Grade
- Abandoned Road
- Recreation Trail
- BPA Transmission Lines
- Streams
- Lakes and Ponds
- Wetlands
- 40 ft. Contours
- Gates

Vicinity Map, see Hoodsport

N

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Unit Map

Conifer Release Hand Cutting

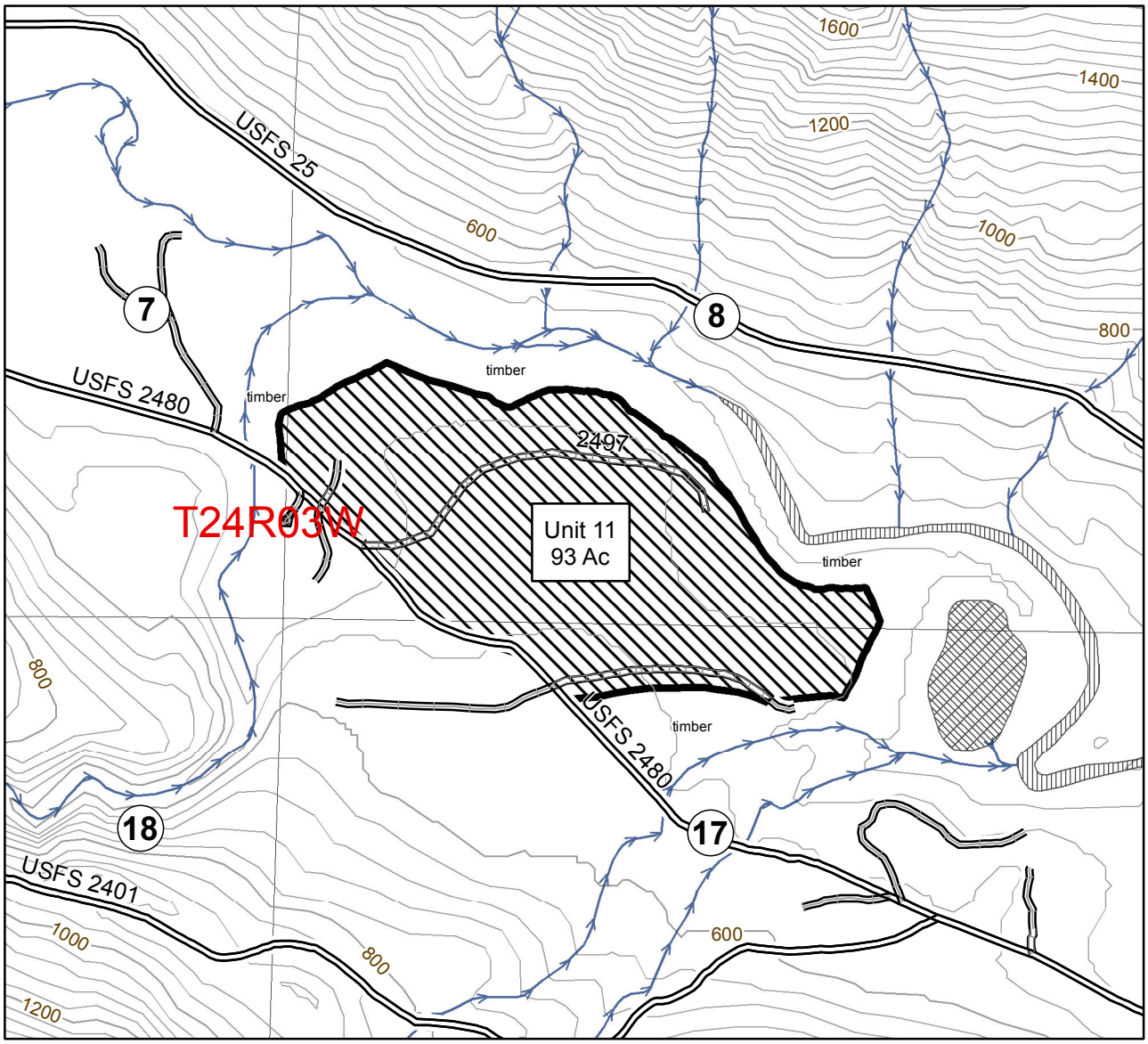
Contract Number: 1441

Region: *South Puget Sound* Unit: *Hoodsport*

County: *Mason* Section: *8, 17* Township: *24 North* Range: *3 West* W.M.

Unit Name: *Willie TSU 1* Unit Number: *11*

Approximate Scale 1" = 1000'



Vicinity Map, see Hoodsport

Legend

- Treatment Area
- Non-Driveable Road
- All-Weather Access Road
- Old Railroad Grade
- Abandoned Road
- Recreation Trail
- Streams
- Lakes and Ponds
- Wetlands
- 40 ft. Contours
- Gates

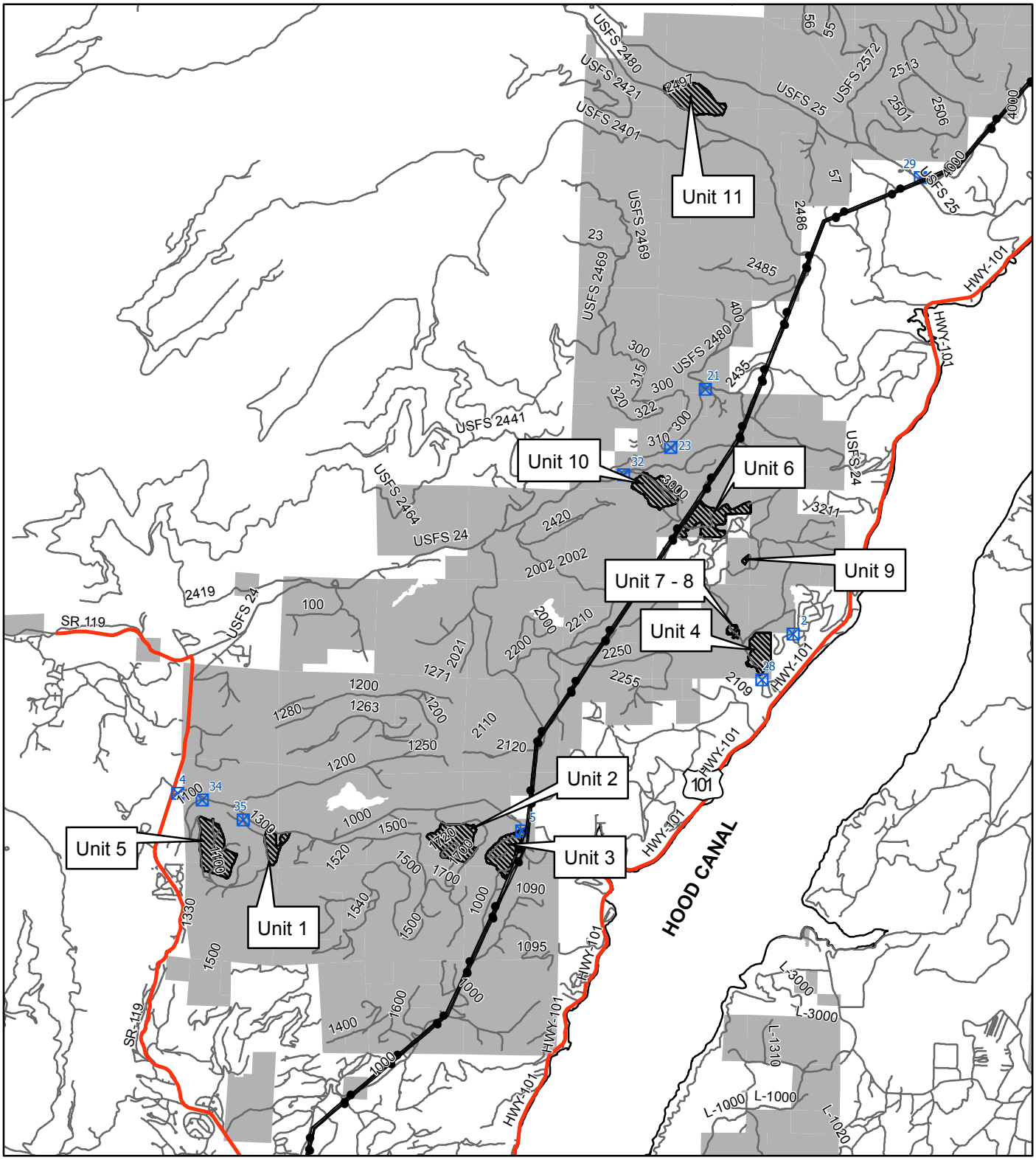
N

Due to changing ownership status and reliance on outside information, the Department of Natural Resources cannot accept responsibility for errors or omissions. Therefore, no warranties accompany this material.

Hoodsport Vicinity Map

CONIFER RELEASE HAND CUTTING

Contract Number: 1441



Legend

- Treatment Area
- DNR Managed Lands
- BPA Transmission Lines
- All-Weather Access Road
- Gates

Miles: 0 0.4 0.8 1.6 2.4 3.2

N

SECTION III-A: BID FORM

CONTRACT NUMBER 1441

INSTRUCTIONS: Bids should include all costs related to the completion of the Work. A Unit Bid Price and a Unit Total must be entered for all of the Units in the Contract. Each Unit Total is calculated by multiplying the Unit Bid Price (Per Acre) by the Unit Acres. All Unit Totals for the Contract must be summed and entered as the Contract Price. In the event of a difference between the sum of all Unit Totals and the Contract Price, the individual Unit Totals shall prevail. All Bid Forms must be signed in ink. If the bid is made by a corporation, it shall be signed by the corporation's authorized designee. Incomplete or unsigned bids may be rejected.

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 the Invitation to Bid on Contract Number **1441**.

Unit No.		Unit Acres		Unit Bid Price (Per Acre)		Unit Total
1		30				
2		88				
3		65				
4		55				
5		95				
6		85				
7		5				
8		2				
9		3				
10		78				
11		93				
	Contract Acres:	**599**			**Contract Price:**	

Bidder's Name and Address:

Signature:_____

Title: _____

Company:_____

Note:
Detach and return this Section as per Invitation to Bid.

SECTION III-B: CONTRACTOR'S DECLARATION OF INDUSTRIAL INSURANCE STATUS

INVITATION TO BID ON CONTRACT NUMBER _____1441_____
(For Bidder Use Only)

The undersigned represents that they operate as____ an individual, as____ a partnership, or as____ a corporation incorporated in the State of_____. The undersigned further certifies that they will not be assisted by other individuals in the performance of this Contract.

For the purpose of Industrial Insurance premiums payable to the Department of Labor and Industries, every individual in a partnership or joint venture must sign this bid sheet. Individuals not signing the bid sheet but assisting with the Contract Work will be considered workers for the purpose of Industrial Insurance except at the express approval of the Department of Labor and Industries.

Bidder's Name _____

Signature _____

Title _____

Address _____

City and State _____

Business Phone _____

Home Phone _____

Labor & Industries Account # _____

Washington Business License # _____

Additional Signatures _____

_____

_____

_____

_____

To whom it may concern:

The purpose of this form is to inform persons engaged in contracting forest activities of their liabilities under the mandatory provisions of the Industrial Insurance Act, Title 51 RCW.

The law provides benefits for a worker, injured in the course of his employment, or his family or dependents in case of death of the worker.

Worker is defined in the law as every person engaged in the employment of an employer under Title 51 RCW or every person working under an independent contract. RCW 51.08.180.

As one whom contracts to perform forest activities, you may require the assistance of other individuals to complete this Contract. In that case, you are required to establish an industrial insurance account with the Department of Labor and Industries and pay the prescribed premium on behalf of your workers.

In the event you obtain the assistance of another person or persons to perform Work in connection with this Contract, regardless of the circumstances, you should contact the Department of Labor and Industries at one of its statewide service locations or its Olympia headquarters. You will then be provided with the necessary information regarding opening an account, premium rates, and reporting requirements.

The law also provides that any agency or firm that lets a contract is liable for payment of industrial insurance premiums should the Contractor fail to do so. The agency or firm may also withhold money due the Contractor to insure payment of premium. Consequently, failure to comply with the above requirements could delay payment of retained funds.

NOTE: Return one (1) copy of this form with each Bid Form (Section III-A) as per the Invitation to Bid.

SECTION III-C: SOLICITATION TO OFFER

SOLICITATION TO OFFER (For Bidder Use Only)

On condition of a Contract award for the Contract Price, the undersigned hereby offers and agrees to furnish services in compliance with all terms, conditions, and specifications of the Invitation to Bid on Contract Number 1441. Submittal of this offer with authorized signature constitutes complete understanding of all terms and conditions. Further, submittal of this offer constitutes acceptance of and agreement to comply with all terms and conditions of the Contract if awarded, and verifies that all services will be available throughout the period of the Contract.

_____
(Bidder's 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 1441 is hereby awarded to _____

State of Washington,
Department of Natural Resources

By: _____
(Signature) (Date)

Art Tasker
South Puget Sound Region Manager

NOTE: Return one (1) copy of this form with each Bid Form (Section III-A) as per the Invitation to Bid.