State of Washington
Department of Natural Resources
Doug Sutherland, Commissioner of Public Lands

Southeast Region
INVITATION TO BID/CONTRACT NUMBER 1227

Contract Digest For TREE PLANTING:

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SECTION I

Notice to All Bidders

Instructions to All Bidders

SECTION I

NOTICE TO ALL BIDDERS

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

Department of Natural Resources
Southeast Region
713 Bowers Road
Ellensburg, WA 98926

Bid Opening: Bids will be accepted at the Department's Southeast Region office until 10:00 on November 25, 2008 at which time and place all bids will be opened and read aloud.

You are invited to bid this work and are advised to examine the areas prior to bidding. Questions pertaining to unit(s) can be answered by contacting Department Representative Linda Ratcliff or Charlie McKinney at 1 (509) 925-8510.

****Units have Gross Acres and Plantable Acres (Net Acres), Contractor will be paid on the Gross Acres.

INSTRUCTIONS TO ALL BIDDERS

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

Charlie McKinney
Department of Natural Resources
Southeast Region
713 Bowers Road
Ellensburg, WA 98926

The bid and bid deposit must be received at the Department's Southeast Region office prior to Bid Opening (see Notice To All Bidders, page 3).

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

Addressed to:	Charlie McKinney Department of Natural Resources Southeast Region 713 Bowers Road Ellensburg, WA 98926
Upper left corner:	Bidder's Address
Lower left corner:	Tree Planting - "Sealed Bid" Invitation to Bid/Contract No. 1227

Questions concerning this Invitation to Bid/Contract should be referred to Department Representative Linda Ratcliff or Charlie McKinney of the Southeast Region office by calling 1 (509) 925-8510.

SECTION II

Division I - Bidding Requirements

Division II - General Provisions

Division III - Specifications

Division IV - Compliance Inspection

SECTION II, Division I - Bidding Requirements

1-10 Preparation of Bids

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

1-20 Submission of Bids

1-21 Your bid response to this Invitation to Bid/Contract is an offer to contract with the Department of Natural Resources. A bid response becomes a contract when officially accepted and awarded by the department as evidenced by return of a countersigned SECTION V, "Offer and Contract Award".

1-22 Bids shall be submitted using the Bid Form, and the Offer and Contract Award form from SECTIONS IV and V of this document. The following shall be delivered to the Department's Region office in an envelope which shall be marked "Sealed Bid" and addressed to the Department's Region Manager as specified in Instructions To All Bidders (page 4): The Bid Form and the Offer and Contract Award form properly completed and signed, and a bid deposit as specified in Clause 1-23. No Facsimiled, E-mailed or any other non-original form of bids will be considered. Failure to comply with the above requirements or the requirements of Clause 1-23 prior to bid opening shall be cause to reject the Contractor's bid(s).

1-23 A bid deposit of FIVE HUNDRED DOLLARS ($500) is required. This deposit is for the express purpose of assuring the Department that the Contractor will honor said bid and accept award of any and all items on which the Contractor may be the lowest responsible bidder. In the event the Contractor fails to honor said bid by rejecting award of any item, the Contractor will automatically forfeit the bid deposit. The bid deposit must be in the form of certified check and must be delivered to the Department's Region office as per Clause 1-22. The bid deposit of a successful bidder will be released when the required performance/damage deposit (Clause 1-31) has been submitted and approved.

1-30 Performance/Damage Deposit

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

1-32 Bid deposits may be converted to apply to part or all of the required performance/damage deposits after successfully securing a bid.

1-40 Award of Contract

1-41 Oral explanation and interpretations prior to bid opening shall not be binding.

1-42 Award of contract shall be on the basis of an "Item" or an individual "Unit" as specified in the Bid Form. An "Item" shall be a specific group of individual "Units". "Items" or "Units" to be awarded are identified in the Bid Form. Individual "Units" are described in the Unit Description. The Department reserves the right to amend this Invitation to Bid/Contract by giving written notification to all bidders seven (7) days or more prior to bid opening.

1-43 Award of contract shall be to the lowest responsible bidder as determined by the Department of Natural Resources (Clause 1-44). To be considered, bids must conform to the bidding requirements herein, except that the Department may waive informalities and minor irregularities in bids received. The Department further reserves the right to reject any or all bids received.

1-44 Award is conditioned in addition to price, on the Contractor showing upon request by the Department of Natural Resources the capability of fulfilling the contract terms herein by reason of past performance, ability to complete work in the specified time, previous and existing compliance with laws relating to this contract, and the character, reputation, judgment, and experience of the bidder, and other information which may be secured and have a bearing upon award. Failure to demonstrate this capability or to conform to the contract terms herein, will nullify award on all or certain items tentatively awarded. In the event of such failure, the Department shall be the sole judge of the items to be selected for award and/or nullification of award.

1-45 An Award Instructions letter and a copy of the executed contract will be mailed to the successful bidder. The contract award is conditioned on the following: Within ten (10) days after the Contractor receives their Award Instructions letter the Department must receive from the Contractor the performance/damage deposit, certification of insurance, and the Contractor's Declaration of Industrial Insurance Status as specified in Clauses 1-31, 2-24 and 2-29 respectively, and furthermore the Contractor shall submit the aforementioned through the Department's Region office specified in Instructions To All Bidders (page 4). It shall be the Department's prerogative to extend the time allowed for receipt of the above items if such an extension is in the best interest of the Department. Failure by the Contractor to submit the above items to the Department within the time specified or within an extension of that time as provided for shall be cause for the Department to consider the contract award rejected (Clause 1-23).

SECTION II, Division II - General Requirements

2-10 Definitions

2-11 Department: The Department of Natural Resources of the State of Washington, action by or through an authorized employee or agent.

2-12 Contractor: The person, partnership, or corporation to whom the contract is awarded.

2-20 Responsibilities and Legal Relations

2-21 The Contractor shall abide by and comply with all the laws and regulations of the United States, State of Washington and counties wherein the work is executed insofar as they affect his/her contract. The Contractor will make any payments, contributions, remittances and all reports and statements required under said laws.

2-22 The Contractor shall, without additional expense to the Department, obtain all required licenses and permits necessary for executing provisions of his/her contract with the Department.

2-23 The Contractor shall save harmless the State of Washington, the Department, their officers, agents and employees from any and all claims for damages, injuries to persons or property that may occur as a result of the performance of the Contractor, agents or employees in connection with this contract.

2-24 The Contractor shall have and maintain for the life of the contract, liability insurance covering each motor vehicle operating hereunder with limits not less than $100,000/$300,000 personal injury and $100,000 property damage. The Department shall be supplied with a certificate of insurance coverage, as per Clause 1-45.

2-25 The Contractor shall abide by and comply with all laws and regulations of the United States, State of Washington and counties wherein the work is executed insofar as they affect the safety, health and welfare of any and all employees.

2-26 In the event of legal conflict, the Contractor agrees to submit to the jurisdiction of the courts of the State of Washington and further agrees the venue shall be laid in Thurston County.

2-27 The State is not liable for delay or nonshipment of supplies and materials or for delay or nonperformance of its obligations if occasioned by war, civil commotions, strikes, lockouts or labor disturbances.

2-28 For all active work sites the Contractor shall provide a contract representative who shall be on the site and responsible for directing the contracted activities of that site. The Contractor shall designate the contract representative in writing at the time of the prework conference (Clause 2-71).

2-29 The Contractor shall complete and submit to the Department the Contractor's Declaration of Industrial Insurance Status form; the form shall be submitted as per Clause 1-45. A Contractor's Declaration of Industrial Insurance Status form will accompany the Award Instructions letter.

2-30 Subcontracting

2-31 The Contractor shall not, without written approval from the Department enter into any subcontract or assignment of contract relating to the performance of this contract.

2-32 All laws and regulations applicable to the contract also apply to all subcontracts.

2-40 Determination of Payment

2-41 The boundaries as designated under Clause Section 2-100, and defined in detail on the Unit Description attached, provide the basis for determining acreage completed. Failure to complete work to boundaries established by the Department renders work unsatisfactorily completed. The Contractor is to take the initiative in determining whether boundaries are sufficiently marked. No consideration will be given for work that extends beyond unit boundaries. If work extends beyond unit boundaries, charges may be levied against the Contractor by the Department for damages suffered.

2-42 The total trees planted by the Contractor will be determined using acres completed (Clause 2-41) and the findings from the planting inspection plots (Division IV) as follows:

2-42.01 From planting inspection plot findings the Department will calculate the average number of trees planted per acre. The average number of trees planted per acre multiplied by the number of acres completed equals the total number of trees planted.

2-43 Contract compliance inspection of work performed and payment for work performed will be based on acreage completed (Clause 2-41).

2-44 The acceptability of planting work performed and the rate of pay for planting work performed will be based on the seedling planting performance rating resulting from the Department's inspection as described in Division IV - Compliance Inspection.

2-44.01 Satisfactory Planting Performance - The Contractor's performance of seedling planting will be considered satisfactory if the seedling planting performance rating for work performed is determined to be between 92% and 105%.

2-44.02 Rate of Pay - The Contractor's rate of pay for work performed will be at the Unit Bid Price when the Compliance Inspection indicates planting performance is satisfactory (Clause 2-44.01). The Contractor's rate of pay will not exceed the per acre or per thousand rate of the Unit Bid Price. The Contractor's performance of seedling planting will be considered unsatisfactory if the seedling planting performance rating for work performed is determined to be greater than 105% or less than 92%. The minimum damages that will be collected for unsatisfactory work for which seedling planting performance is rated at less than 92% are as follows: For work which has the seedling planting performance rated at less than 92% but equal to or greater than 59%, the Contractor's pay will be at a rate equal to the Unit Bid Price reduced by 3% for every one percentage point the seedling planting performance rating is below 92%. Work which has the seedling planting performance rated at 58% or less will not qualify for pay.

Payment Examples

1. Assumption: The Unit Bid Price is $40 per acre and the seedling planting performance rating is 90% for work completed.

   Conclusion: The seedling planting performance rating of 90% is two percentage points less than the 92% performance limit, a 3% reduction for each of the percentage points equals a total reduction in the Unit Bid Price of 6%. Therefore, 100% minus 6% equals a 94% rate of pay per acre which is: 94% X $40/acre = $37.60/acre.

2. Assumption: The Unit Bid Price is $78 per thousand and the seedling planting performance rating is 80% for work completed.

Conclusion: The seedling planting performance rating of 80% is 12 percentage points less than the 92% performance limit, a 3% reduction for each of the percentage points equals a total reduction in the Unit Bid Price of 36%. Therefore, 100% minus 36% equals a 64% rate of pay per acre which is: 64% X $78/thousand = $49.92/thousand.

2-45 The Department may at its option subdivide and inspect units to determine the acceptability of work performed. Subdivisions for this purpose will be a minimum of ten (10) acres in size.

2-46 At the Department's option, the Contractor shall rework a unit or subdivision of a unit on which the Contractor's work performance is not rated satisfactory, and further, it shall be the Department's option to require the rework be completed prior to starting new work. Reworked areas will be reexamined for contract compliance, the resulting performance rating will supersede the previous performance rating for the area in question.

2-47 Payment shall be made as follows:

2-47.01 Payment may be made by the month, unit or by one total payment. Details of payment schedule will be determined in the prework conference (Clause 2-71). The Department will attempt to comply with the desires and needs of the Contractor but assumes no legal duty or obligation to adhere to the schedule of payment so arranged.

2-47.02 Partial payment may be made upon completion of part of a unit as determined by the Department. Request for partial payment is to be made by the Contractor utilizing the Contractor's Billing Invoice and Compliance Report provided by the Department. The Contractor or contract representative (Clause 2-28) shall sign the 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.

2-47.03 The Contractor or contract representative (Clause 2-28) 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.

2-47.04 If a unit's contract acreage is disputed the Contractor may upon completion of the unit request a verification traverse by the Department, the request must be in writing and signed by the Contractor. The Department will pay the Contractor based on acres determined from the verification traverse. If the verification traverse indicates the net acres specified in the Unit Description are correct within plus or minus five percent (5%) the Contractor shall pay the cost of the verification traverse at a rate of ten dollars ($10.00) per one hundred (100) feet of traversed boundary.

2-47.05 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.

2-50 Nondiscrimination

2-51 Except to the extent permitted by a bona fide occupational qualification the Contractor agrees as follows:

2-51.01 The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, national origin, sex or age. The Contractor will insure that applicants are employed and that employees are treated during employment without regard to race, creed, color, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

2-51.02 The Contractor shall, in all solicitations for employees or job orders for employees placed with any employment agency, union or other firm or agency, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex or age. The words "equal opportunity employer" in advertisements shall constitute compliance with this section.

2-51.03 The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union, or worker's representative of the Contractor's commitments under this section.

2-51.04 The Contractor shall include the provisions of the foregoing paragraphs: 2-51.01, 2-51.02 and 2-51.03 in every subcontract or purchase order for the goods or services which are the subject matter of this contract.

2-52 In the event of noncompliance by the Contractor with any of the nondiscrimination provisions of the contract, the Department shall have the right, as its option, to cancel the contract in whole or in part. The Contractor shall be paid only for that work performed prior to cancellation of the contract and in accordance with provisions of the contract (Clause Section 2-40). In the event the Department suffers damages resulting from such noncompliance the Contractor shall be liable.

2-60 Contract Administration

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

2-70 Contract Work Procedure

2-71 The Contractor shall attend a prework conference prior to commencing contract work (see Clauses 2-28, 2-47.01, 2-72, 3-34.01 and 3-44). The time and place of the prework conference shall be determined by the Department, the Contractor will be notified of the time and place when the contract is awarded. When considered practical by the Department the time and/or place of the prework conference may be altered if requested in writing by the Contractor.

2-72 A work schedule is required from the contractor. The work schedule shall be set at the prework conference (Clause 2-71) and must be acceptable to the Department. To be acceptable the work schedule must be practicable: The work schedule must identify the latest date by which the Contractor agrees to commence contract work on each unit awarded. The work schedule must allow a reasonable time period for the work to be completed according to contract requirements herein, and further, if more than one unit has been awarded the work schedule must indicate the sequence in which the units will be worked by the Contractor. If for any reason during the contract period the Contractor's work schedule is no longer viable, the Contractor must submit a revised work schedule for Department approval.

2-70 Contract Work Procedure (continued)

2-73 The Contractor shall obtain written permission to begin work on a unit. Such permission shall be applied for through the Department's Region office listed in the Notice To All Bidders section of the contract. Permission requests will require a minimum of two working days to process. The Department at its option may require person-to-person discussions between the Contractor and selected Department representatives prior to granting the required written permission. In the event the Contractor stops work for a period of one (1) week or more, or if the initial start-up is delayed by one (1) week or more the Contractor must reapply for permission to begin work.

2-74 Work shall only proceed on regular Monday through Friday work days. If allowed, work on weekends or designated State holidays will require written permission from the Department.

2-80 Work Progress and Contract Performance

2-81 The Contractor shall begin work as per the work schedule (Clause 2-72) and in accordance with contract requirements herein (see Clauses 1-45, 2-71, 2-73 and 2-74). The Contractor shall work diligently and complete the unit(s) within the contract period specified in the Unit Description. As units are sequenced in the work schedule, work started on one unit must be completed prior to beginning work on the next.

2-82 The Department reserves the right to modify or cancel this contract in part or whole without cause. The Contractor shall be paid only for that work performed prior to cancellation of the contract and in accordance with provisions of the contract (Clause Section 2-40).

2-83 Nonperformance or unsatisfactory performance or willful violation of contract requirements by the Contractor shall constitute breach of contract and the Department may at its sole option extend the contract and collect liquidated damages or terminate the contract with forfeiture of the performance/damage deposit or declare breach of contract and make claim for actual damages suffered by the Department.

2-90 Fire Responsibility

2-91 The Contractor and the Contractor's employees shall familiarize themselves with the Washington State Forest Fire Protection Requirements and adhere to them at all times. The operation will be subject to inspection by State personnel for adherence to regulations and presence of fire tools. All spark emitting engines will be equipped with approved spark arresters.

2-92 The Contractor shall not operate faulty power equipment.

2-93 The Contractor shall not build any open fires at anytime of the year on the contract area without first obtaining written permission from the Department.

2-100 Boundaries

2-101 The boundaries except for easily identified ground features have been plainly marked with colored plastic flagging.

2-102 Net acreage as indicated in the Unit Description was measured on the horizontal plane. Large openings, roads, and buffer zones have been deducted from the gross acreage and are designated on the unit map.

2-110 Merchantable Products

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

2-120 Litter and Refuse

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

2-130 Camping

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

SECTION II, Division III - Specifications

3-10 Unit Description

3-11 The Unit Description details the characteristics and specific work requirements for each unit.

3-12 If specific requirements of the Unit Description conflict with the specifications in this division of the contract, the specific requirements of the Unit Description will prevail.

3-20 General Specifications - Planting Operation

3-21 Protection - Within the limits of Technical Specifications - Planted Seedlings (Clause Section 3-30) trees shall be planted near stumps, logs, dead brush or other dead shade so as to provide protection from animal damage, drying winds and solar radiation.

3-22 Planting Method - The "line" method of planting will be used by planting crews rather than having the crew randomly scattered on the unit, unless otherwise permitted by the Department representative. Each planter will only plant one (1) line at a time on each pass. As per "Seedlings Required Per Acre After Planting" each line will be at the "Approximate Spacing" given in Table A, Clause 4-32.

3-23 Weather Conditions - Planting operations will be halted when in the Department's judgment weather conditions are injurious to the seedlings. Weather conditions during which the Department does not allow planting include, but are not limited to: an air temperature of less than 32 degrees F (32EF) or greater than 65 degrees F (65EF), a wind velocity greater than twenty miles (20) per hour, the soil is frozen more than one-half (1/2) inch deep, or snow cover is greater than two (2) inches.

3-30 Technical Specifications - Seedling Planting

3-31 Planting spots shall favor survival and growth of planted seedlings.

3-32 Spacing and number of seedlings planted shall be in accordance with the following:

3-32.01 Where planting spots are available and in accordance with all specifications of this section (3-30 Technical Specifications - Seedling Planting) seedlings shall be planted over all portions of the unit at an average spacing which will meet the Unit Description's specifications for seedlings required per acre after planting.

3-32.02 While maintaining the specified average spacing (Clause 3-32.01) the spacing of individual seedlings may vary within the limits of Clause 3-32.03 where needed to locate a plantable spot.

3-32.03 Seedlings shall not be planted closer than the minimum seedling distance specified in the Unit Description from: another contractor planted seedling, an acceptable natural seedling, or an acceptable previously planted seedling. Acceptable natural or previously planted seedlings are defined as any conifer seedling which is six (6) inches tall or taller and is well formed and vigorous.

3-33 Preparation of the planting spot is required. The preparation shall include, where appropriate, the clearing and/or scalping to mineral soil of an area which has a minimum diameter of one (1) foot and is located as near the center of the planting spot as is practicable.

3-33.01 Clearing shall mean the removal of duff up to eight (8) inches deep, loosely compacted slash up to two (2) feet deep, and other accumulations such as rock, rotten wood, snow and ice which can be removed by kicking, dragging or the use of a planting tool.

3-30 Technical Specifications - Seedling Planting (continued)

3-33.02 Scalping shall mean the removal of sod and that vegetation which is less than two (2) feet tall and has a base diameter of one-fourth (1/4) inch or less.

3-34 Planting hole location and preparation shall be as follows:

3-34.01 The planting hole shall be located in mineral soil and as near the center of the planting spot as is practicable. The planting hole shall be vertical, broken out on three sides and shall be wide and deep enough to fully accommodate the roots of the trees being planted. This method of preparing the planting hole will be, if requested, explained at the prework conference.

3-34.02 The planting hole for bare root stock shall be a minimum of ten (10) inches deep.

3-35 Tree Placement in Planting Hole - All seedlings, regardless of planting method, shall be suspended near the center of the planting hole with the roots in a near natural arrangement and to a depth that after filling, packing and leveling, the soil comes to a point midway between the top lateral roots and the lower needles or branches. The roots shall not be doubled up, twisted, tangled or bunched.

3-36 Moist mineral soil shall be filled in and firmly packed around roots. Soil packing shall be such that the seedling shall not pull loose by a firm tug on the main stem.

3-37 The planted seedling shall be left with the main stem and roots vertical and free to grow.

3-38 The stems and roots of planted seedlings shall not be damaged due to soil firming, seedling positioning or other planting activities.

3-40 General Specifications - Contractor

3-41 Workers, Supervision and Equipment - The Contractor shall provide all workers, adequate crew supervision and serviceable equipment to satisfactorily accomplish planting of the areas described on the Unit Description. Adequate crew supervision shall mean at least one qualified nonplanting foreperson per 10 person crew unless otherwise allowed by the Department representative. A qualified nonplanting foreperson shall mean one who has one season (at least three (3) months) of forest tree planting experience. Documentation of a nonplanting foreperson's experience shall be provided to the Department upon request. A nonplanting foreperson may also act as a contract representative, see Clause 2-28.

3-42 Auger planting of bareroot seedlings shall be accomplished with an auger bit which is a minimum of six (6) inches in diameter.

3-43 Container seedlings (plugs) may be planted with the appropriate size planting hoes (such as small versions of the Rindt, Region-Six, or snow shoe type) and augers.

3-44 Transportation of Planting Stock - The Contractor will be responsible for transportation of planting stock from the Department's Region office to the planting units unless other arrangements are detailed on the Unit Description or at the prework conference (Clause 2-71).

3-40 General Specifications - Contractor (continued)

3-45 Care of Planting Stock - From time of delivery to the Contractor, trees shall be kept free from damage at all times, including but not limited to drying, heating, smothering, freezing, drowning, or mechanical injury. Upon taking delivery of the seedlings the Contractor will promptly deliver them to a designated storage site at the planting unit or location approved by the Department representative where they will be stored until planting. The following specifications for seedling care during storage and handling shall be met.

3-45.01 Containers of trees shall be carefully handled at all times. No throwing, dropping, crushing, etc. will be permitted. A charge will result for damaged seedlings (See Clause 3-61).

3-45.02 Containers of trees shall be shaded from the sun and shielded from drying winds at all times.

3-45.03 Containers of trees shall be stored in a manner that will provide air circulation around each container; except when containers are stored in snow banks, snow shall be placed and maintained around each container.

3-45.04 Trees will be distributed to the planters in such a manner that no more than one container of trees will be open at the assembly point at one time.

3-45.05 Tree containers from which trees have been used or to which trees have been returned shall be immediately resealed with tape and/or staples. The Contractor shall supply tape and/or stapler and have them available on the work site at all times.

3-45.06 Trees carried by planter shall be in a planting bag or tray and arranged for easy removal of one tree at a time.

3-45.07 Trees shall be protected from desiccation at all times. At the Department's request tree roots shall be moistened with water and/or planting bags lined with damp packing material.

3-45.08 At the planting spot, roots shall not be unnecessarily exposed to drying conditions. A tree shall not be removed from the planting bag or tray before a planting hole has been prepared.

3-45.09 Trees shall be planted as received without further pruning or culling. If these operations appear necessary or if mold, dry roots, freezing, dying or evidence of other injury is observed, the condition shall be promptly reported to the Department representative.

3-45.10 At the end of the work day, trees which have been distributed but not planted shall be returned to original containers for storage.

3-46 The Contractor shall be responsible for giving the Department one (1) full week advanced notice of the Contractor's intention of starting a unit; the Contractor then shall make all reasonable effort to begin work on said date. Less notice will not allow sufficient time for the Department to supply trees.

3-50 General Specifications - Department

3-51 A Department representative will acquaint the Contractor with each unit to be planted and will conduct periodic field inspections as detailed in Division IV - Compliance Inspection. Compliance inspection plot work may be done concurrently with planting work but will be completed no later than three (3) working days after work completion on the unit.

3-50 General Specifications - Department (continued)

3-52 The Department will mark access to the unit(s) within reasonable limits.

3-53 The Department will supply all planting stock. Under extreme conditions the Department's supply of planting stock may be temporarily interrupted causing a possible delay to the Contractor.

3-60 Other Specifications

3-61 Dropped, Wasted or Damaged Seedlings - The Department will charge and deduct from the Contractor's payment 25¢ per tree for those trees found dropped or otherwise wasted by the Contractor during the planting operation. The trees found in the inspection plots may be considered representative of the area. Dumping, discarding, mishandling or otherwise destroying seedlings shall be considered a willful violation of the contract and shall be subject to breach of contract provisions.

3-62 Substitution of Type of Planting Stock - The Department may have to substitute planting stock, if so, this shall constitute a modification of contract and adjustment of per acre or per thousand unit bid price will be made based on the age class of the planting stock involved as per the following schedule:

Age Class as Per Bid Invitation	New Age Class	Percent Adjustment
2-0 or 1-1	Plug-1 or 3-0	+5%
2-0 or 1-1	*Plug	-14%
2-0 or 1-1	2-1	+13%
*Plug	2-0 or 1-1	+16%
*Plug	Plug-1 or 3-0	+22%
*Plug	2-1	+31%
2-1	2-0 or 1-1	-12%
2-1	Plug-1 or 3-0	-7%
2-1	*Plug	-24%
Plug-1 or 3-0	2-0	-5%
Plug-1 or 3-0	2-1	+8%
Plug-1 or 3-0	*Plug	-18%

*Containerized 2 through 4 cubic inches.

In the event that more than one age class of stock is involved for a planting unit, adjustment in unit bid price will be based on a proration of the acreage by the percentage of each age class of planting stock. In such cases, an adjusted unit bid price per acre will result for the entire unit.

SECTION II, Division IV - Compliance Inspection

4-10 Inspection Plots

4-11 The Department will use inspection plots to determine the Contractor's seedling planting performance rating (Clause Section 4-40). Inspection plots for this purpose shall be circular and have a one-fiftieth (1/50) acre area. The seedling planting performance rating will be determined from a minimum sample of ten (10) plots, or two (2) plots for every five (5) acres of unit or subunit (Clause 2-45), whichever is more. The inspection plots will be well distributed over the compliance unit.

4-20 Inspection Plot Findings

4-21 Using criterion specified in the Unit Description and in the Technical Specifications - Seedling Planting (Clause Section 3-30) the Department representative will examine each inspection plot. The findings of the examination will be recorded as follows:

4-21.01 Plantable Spots - The number of plantable spots (Clause 4-32) available on the plot.

4-21.02 Trees Planted - The total number of Contractor planted trees within the plot.

4-21.03 Satisfactorily Planted - The total number of Contractor planted trees within the plot that meet all applicable specifications of the Unit Description, and Division III, Clause Section 3-30.

4-30 Technical Specifications - Planting Spots

4-31 Plantable Spot - A spot which will favor survival and growth of the species being planted and which has the potential of meeting all applicable specifications of both the Unit Description and the Technical Specifications - Seedling Planting (Clause Section 3-30).

4-32 Plantable Spots Per Inspection Plot - The number of plantable spots (Clause 4-31) per inspection plot shall be the maximum number which can be well distributed over the plot and which does not exceed a total number equal to one-fiftieth (1/50) of the number of seedlings required per acre after planting (Unit Description); see TABLE A.

4-30 Technical Specifications - Planting Spots (continued)

TABLE A

Seedlings Required Per Acre After Planting	Maximum Planting Spots Allowed Per Inspection Plot	Approximate Spacing (feet)
100	2	20.9 X 20.9
150	3	17.0 X 17.0
200	4	14.8 X 14.8
250	5	13.2 X 13.2
300	6	12.0 X 12.0
350	7	11.2 X 11.2
400	8	10.4 X 10.4
450	9	9.8 X 9.8
500	10	9.3 X 9.3
550	11	8.9 X 8.9
600	12	8.5 X 8.5
650	13	8.2 X 8.2
700	14	7.9 X 7.9
750	15	7.6 X 7.6

4-40 Planting Performance Rating

4-41 Seedling planting shall be as per Technical Specifications - Seedling Planting (Clause Section 3-30) and the specifications of the Unit Description. The rating of seedling planting performance will be expressed as a percent and will be calculated as follows using the sum (or aggregate) of all inspection plots in a unit or subunit. The total of all recorded values for Satisfactorily Planted (Clause 4-21.03) divided by the total of all recorded values for Plantable Spots (Clause 4-21.01) times one hundred (100) equals the seedling planting performance rating percent.

$$\frac{\text{Total Satisfactorily Planted}}{\text{Total Plantable Spots}} \times 100 = \text{Planting Performance \%}$$

SECTION III, UNIT DESCRIPTION

TREE PLANTING INVITATION TO BID NUMBER 1227

Region **Southeast** District **Alpine** Local **Naneum Unit**

Unit Name **Polyanna U1** Item Number **1** Unit Number **1** Trust **03**
FMU # 24944
Section **26** Township **20N** Range **19E** **W.M.**

SPECIFICATIONS

Seedlings Required Per Acre After Planting: **100**

Planting Stock: **PIPO 05**
Species: **Ponderosa Pine**
Type: **Plug styro 8**

Planting Stock: **LAOC 01**
Species: **Western Larch**
Type: **Plug styro 8**

Contract Period: **April 15 to June 15, 2009**

Gross Acres **40**
Net (Plantable) **Acres 20**

Boundaries **White timber sale boundary tags, and red or pink ribbon**

See unit map on page **21**
Vicinity map on page **27**

Special Requirements

- **All seedlings will be planted on the North side of natural shading (snags, logs, or stumps), where available. If planter fails to utilize natural shading where it exists, seedling will not be considered satisfactorily planted (clauses 3-30, 4-21.03), affecting the contract performance rating (4-41) and rate of pay (2-44.02).**
- **Seedlings will be spaced 21 ft. off live trees greater than 4 ft. high; minimum of 12' off live trees 1-4' high.**
- **2ft. x 2ft. scalp required.**
- **Shovel planting is required.**
- **One non-planting foreman required per 10-person crew.**
- **All trees for this unit must be planted within 2 working days.**
- **No planting on weekends or holidays, unless approved in writing by contract administrator.**

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: **4,235 to 4,795** Slope: **10 - 45%** Aspect: **NW** Snow Period: **November 1-April 15**

Slash: **Moderate** Duff: **Light** Vegetation: **light - moderate** Soils: **Stony loam**

Access: **Coleman Creek Road→ Boulder Creek Road→ Dawson Creek Road.**
Trees/Acre: **100/acre**

To Plant: **Ponderosa Pine- 50/ac**	Spacing: **21' x 21'**	Quantity: **1,000**
To Plant: **Western Larch – 50/ac**	Spacing: **21' x 21'**	Quantity: **1,000**
		Total: 2,000

Additional Comments: **This unit was recently logged as an understory removal, leaving a healthy large overstory of residual trees with approximately 20-25 trees per acre. The purpose of this proposal is to under plant with a mixture of ponderosa pine and western larch and the spacing may vary throughout the unit as planting will be spaced off of the residual trees. It is recommended that interested bidders review the planting unit or contact the Region Office for more information. Road in unit has been abandoned.**

SECTION III, UNIT MAP

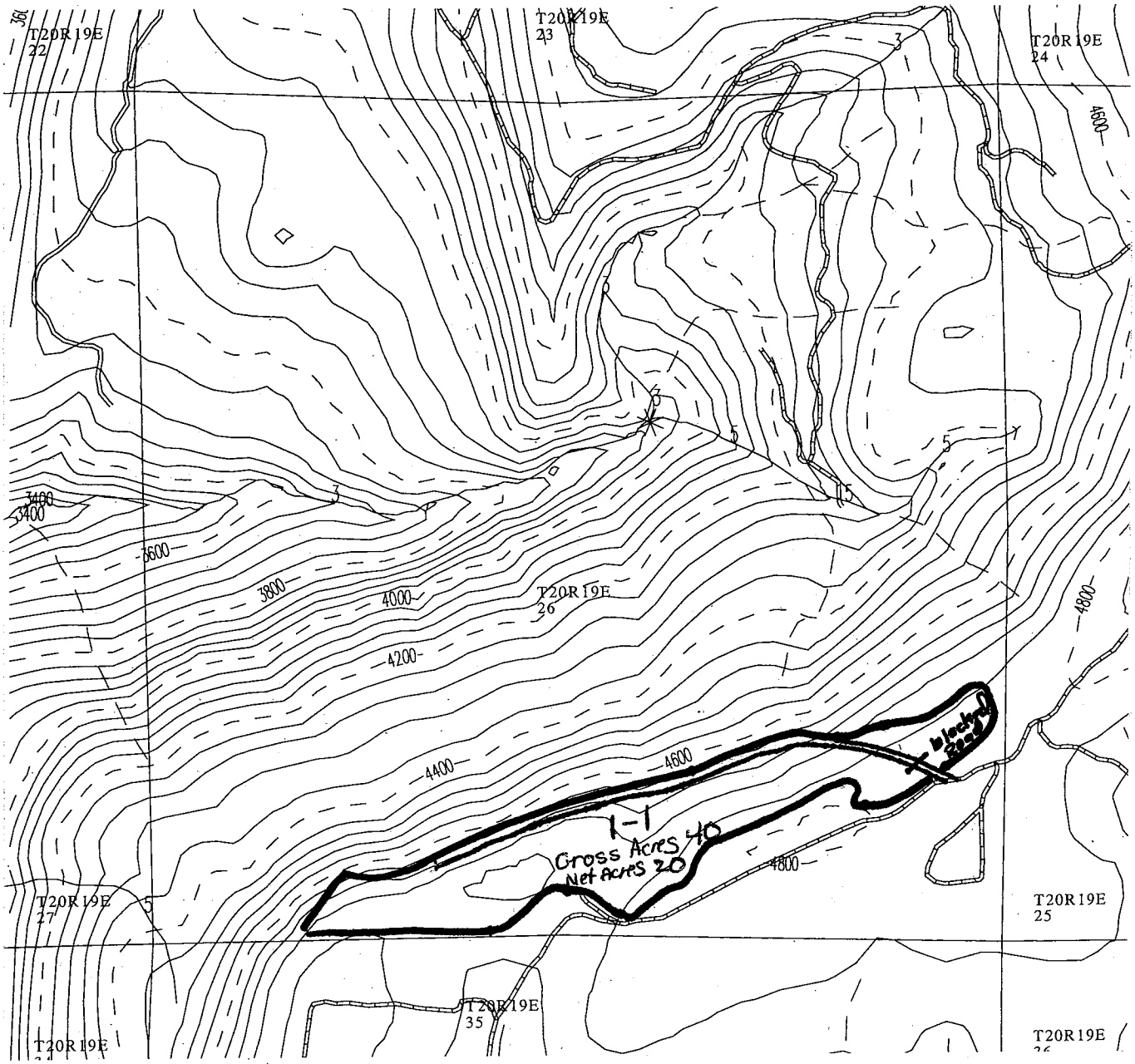
TREE PLANTING INVITATION TO BID NUMBER 1227

Region **Southeast** District **Alpine** Local **Naneum Unit**

County **Kittitas** Section **26** Township **20N** Range **19E** **W.M.**

Unit Name **Polyanna U1** Item Number **1** Unit Number **1** Trust **03**
FMU # 24944

Approximate Scale 1 inch = 1,000



SECTION III, UNIT DESCRIPTION

TREE PLANTING INVITATION TO BID NUMBER 1227

Region **Southeast** District **Alpine** Local **Naneum Unit**

Unit Name **Choo-Choo Charlie U3** Item Number **1** Unit Number **2** Trust **03**
FMU # 63958
Section **34** Township **20N** Range **20E** **W.M.**

SPECIFICATIONS

Seedlings Required Per Acre After Planting: **170**

Planting Stock: **PIPO 05**
Species: **Ponderosa Pine**
Type: **Plug styro 8**

Planting Stock: **LAOC 01**
Species: **Western Larch**
Type: **Plug styro 8**

Contract Period: **April 15 to June 15, 2009**

Gross Acres **100**
Net (Plantable) Acres **75**

Boundaries **White timber sale boundary tags, and red or pink ribbon**

See unit map on page **23**
Vicinity map on page **27**

Special Requirements

- **All seedlings will be planted on the North side of natural shading (snags, logs, or stumps), where available. If planter fails to utilize natural shading where it exists, seedling will not be considered satisfactorily planted (clauses 3-30, 4-21.03), affecting the contract performance rating (4-41) and rate of pay (2-44.02).**
- **Seedlings will be spaced 16 ft. off live trees greater than 4 ft. high; minimum of 8' off live trees 1-4' high.**
- **2ft. x 2ft. scalp required.**
- **Shovel planting is required.**
- **One non-planting foreman required per 10-person crew.**
- **All trees for this unit must be planted within 5 working days.**
- **No planting on weekends or holidays, unless approved in writing by contract administrator.**

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: **5,000' to 5,350'** Slope: **0 - 15%** Aspect: **S** Snow Period: **November 1-May 1**

Slash: **Moderate** Duff: **Light** Vegetation: **light - moderate** Soils: **Stony loam**

Access: **Coleman Creek Road→ East Fork Coleman Road**
Trees/Acre: **170/acre**

To Plant: **Ponderosa Pine- 100/ac**	Spacing: **16' x 16'**	Quantity: **7,500**
To Plant: **Western Larch – 70/ac**	Spacing: **16' x 16'**	Quantity: **5,250**
		Total: 12,750

Additional Comments: **This unit was recently logged as an understory removal, leaving a healthy large overstory of residual trees with approximately 20-25 trees per acre. The purpose of this proposal is to under plant with a mixture of ponderosa pine and western larch and the spacing may vary throughout the unit as planting will be spaced off of the residual trees. It is recommended that interested bidders review the planting unit or contact the Region Office for more information. Portions of the road in unit have been abandoned.**

SECTION III, UNIT MAP

TREE PLANTING

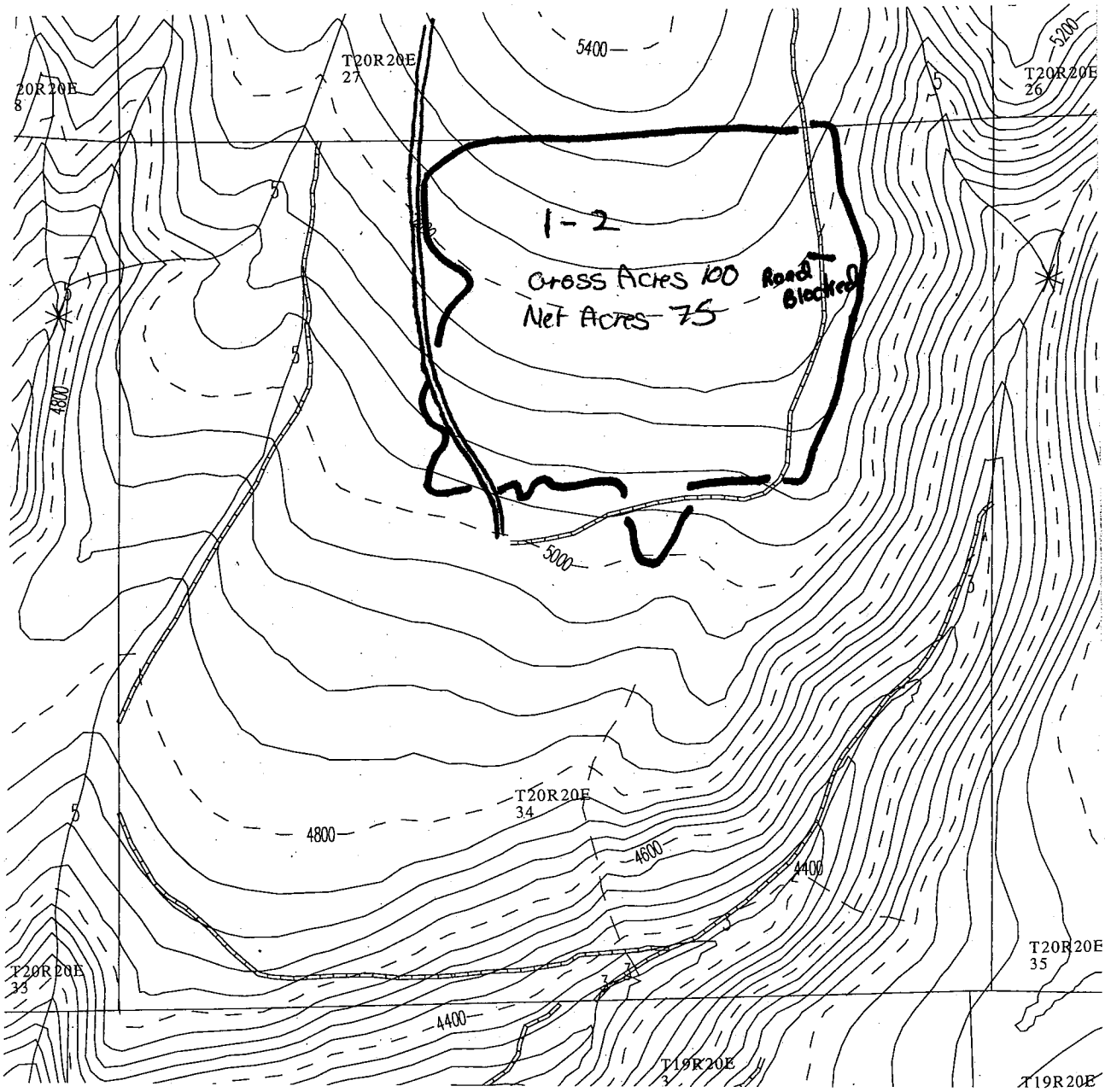
INVITATION TO BID NUMBER 1227

Region **Southeast** District **Alpine** Local **Naneum Unit**

Unit Name **Choo-Choo Charlie U3** Item Number **1** Unit Number **2** Trust **03**
FMU # 63958

Section **34** Township **20N** Range **20E** **W.M.**

Approximate Scale 1 inch = 1,000



SECTION III, UNIT DESCRIPTION

TREE PLANTING INVITATION TO BID NUMBER 1227

Region **Southeast** District **Alpine** Local **Naneum Unit**

Unit Name **Scramblin U2, U2A, U4, U5, U6** Item Number **1** Unit Number **3, 4, 5, 6 & 7** Trust **03**
FMU # U2 (63852), U2A (64041), U4 (29579), U5 (29486), U6 (63854)

Sections 14 **& 24** Township **20N** Range 19**E** **W.M.**

SPECIFICATIONS

Seedlings Required Per Acre	Planting Stock: **PIPO 05**	Planting Stock: **LAOC 01**
After Planting: **170**	Species: **Ponderosa Pine**	Species: **Western Larch**
	Type: **Plug styro 8**	Type: **Plug styro 8**

Contract Period: **April 15 to June 15, 2009**

Gross Acres **U3= 62 acres, U4= 3 acres, U5= 109 acres, U6= 38 acres, U67 21 acres (Total = 233 acres)**
Net (Plantable) Acres **U3= 45 acres, U4= 2 acres, U5= 55 acres, U6= 20 acres, U7= 10 acres (Tot= 132 ac)**

Boundaries: **White timber sale boundary tags, and red or pink ribbon**

See unit map on page **25 & 26**
Vicinity map on page **27**

Special Requirements

- **All seedlings will be planted on the North side of natural shading (snags, logs, or stumps), where available. If planter fails to utilize natural shading where it exists, seedling will not be considered satisfactorily planted (clauses 3-30, 4-21.03), affecting the contract performance rating (4-41) and rate of pay (2-44.02).**
- **Seedlings will be spaced 16 ft. off live trees greater than 4 ft. high; minimum of 8' off live trees 1-4' high.**
- **2ft. x 2ft. scalp required.**
- **Shovel planting is required.**
- **One non-planting foreman required per 10-person crew.**
- **All trees for this unit must be planted within 5 working days.**
- **No planting on weekends or holidays, unless approved in writing by contract administrator.**

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: **3,800' to 5,100'** Slope: **0 - 40%** Aspect: **W to NW** Snow Period: **November 1-May 1**

Slash: **Moderate** Duff: **Light** Vegetation: **light - moderate** Soils: **Stony loam**

Access: **Coleman Creek Road→ Boulder Creek Road→ Swift Creek Road**
Trees/Acre: **170/acre**

To Plant: **Ponderosa Pine- 100/ac**	Spacing: **16' x 16'**	Quantity: **13,200**
To Plant: **Western Larch – 70/ac**	Spacing: **16' x 16'**	Quantity: **9,240**
		Total: 22,440

Additional Comments: **This unit was recently logged as an understory removal, leaving a healthy large overstory of residual trees with approximately 10-18 trees per acre. The purpose of this proposal is to under plant with a mixture of ponderosa pine and western larch and the spacing may vary throughout the unit as planting will be spaced off of the residual trees. It is recommended that interested bidders review the planting unit or contact the Region Office for more information. Portions of the roads in these units have been abandoned. A key is required to access units 4, 5, and 6. Please call SE Region Office, (509) 925-8510, to obtain key.**

SECTION III, UNIT MAP

SECTION III, UNIT MAP

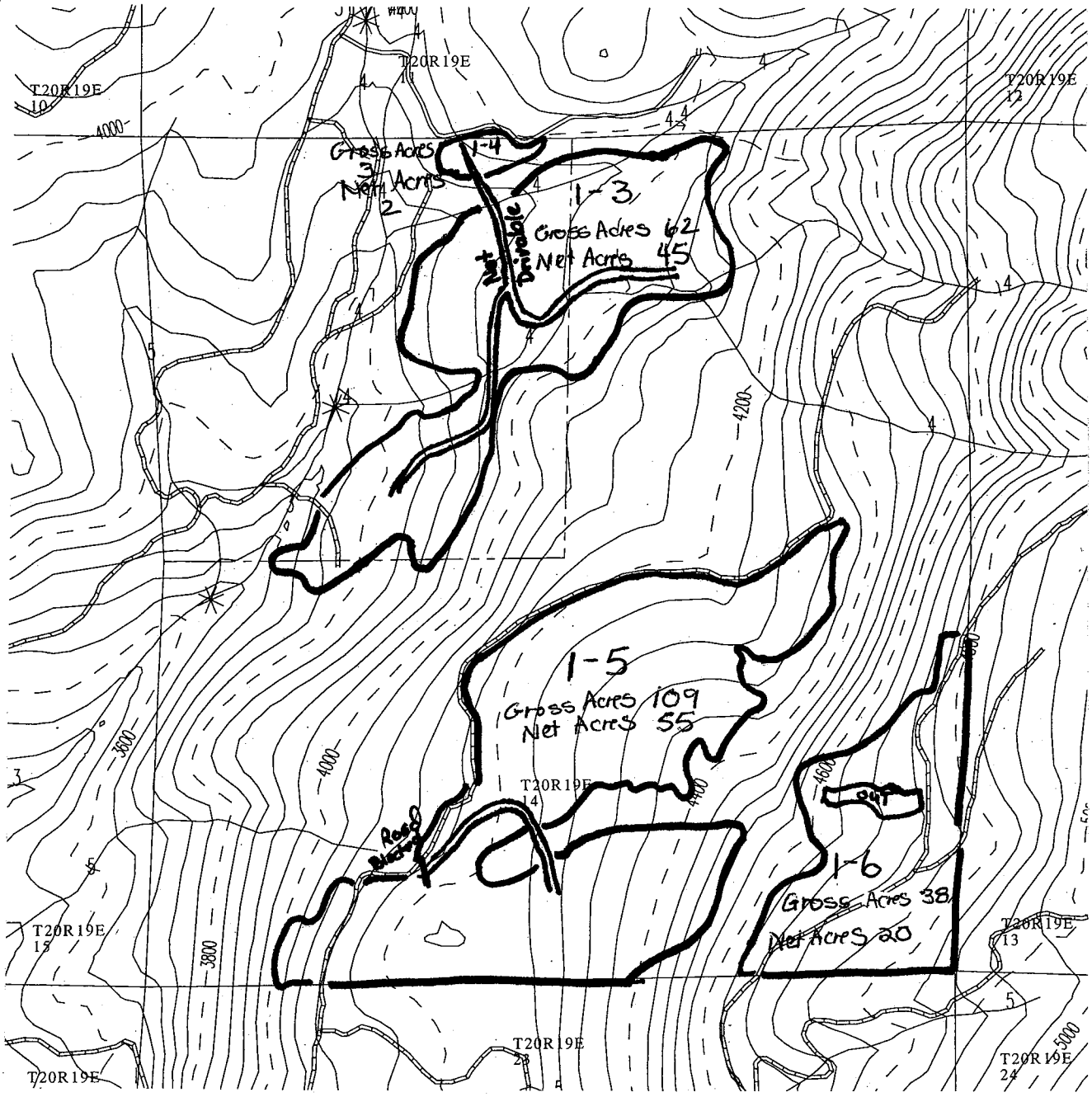
TREE PLANTING INVITATION TO BID NUMBER 1227

Region **Southeast** District **Alpine** Local **Naneum Unit**

County **Chelan** Sections 14 Township **20N** Range **19E** **W.M.**

Unit Name **Scramblin U2, U2A, U4 & U5** Item Number **1** Unit Number **3, 4, 5 & 6** Trust **03**
FMU # U2 (63852), U2A (64041), U4 (29579) & U5 (29486

Approximate Scale 1 inch = 1,000



SECTION III, UNIT MAP

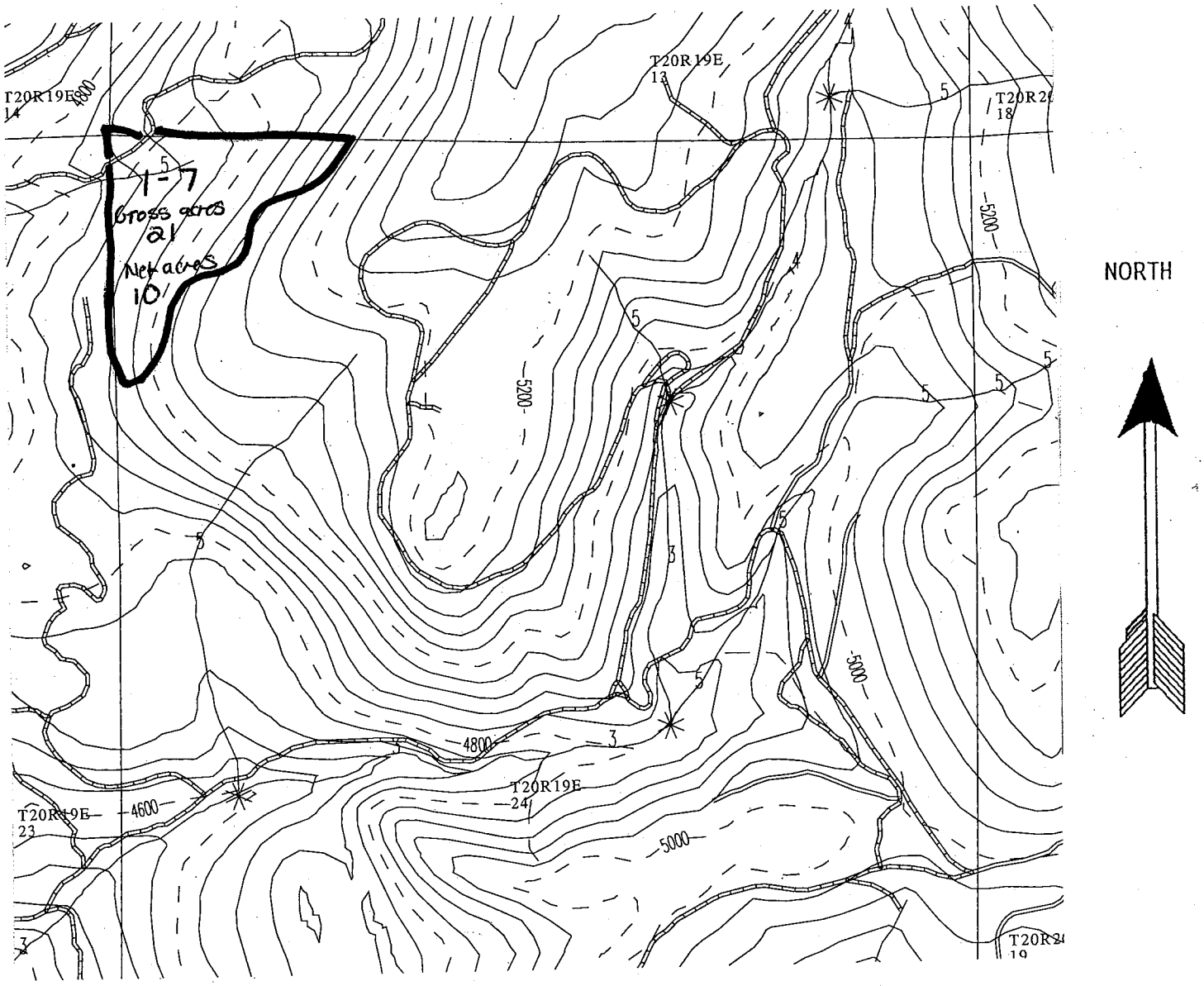
TREE PLANTING INVITATION TO BID NUMBER 1227

Region **Southeast** District **Alpine** Local **Naneum Unit**

Unit Name **Scramblin U6** Item Number **1** Unit Number **7** Trust **03**
FMU # U6 (63854)

Sections **24** Township **20N** Range **19E** **W.M.**

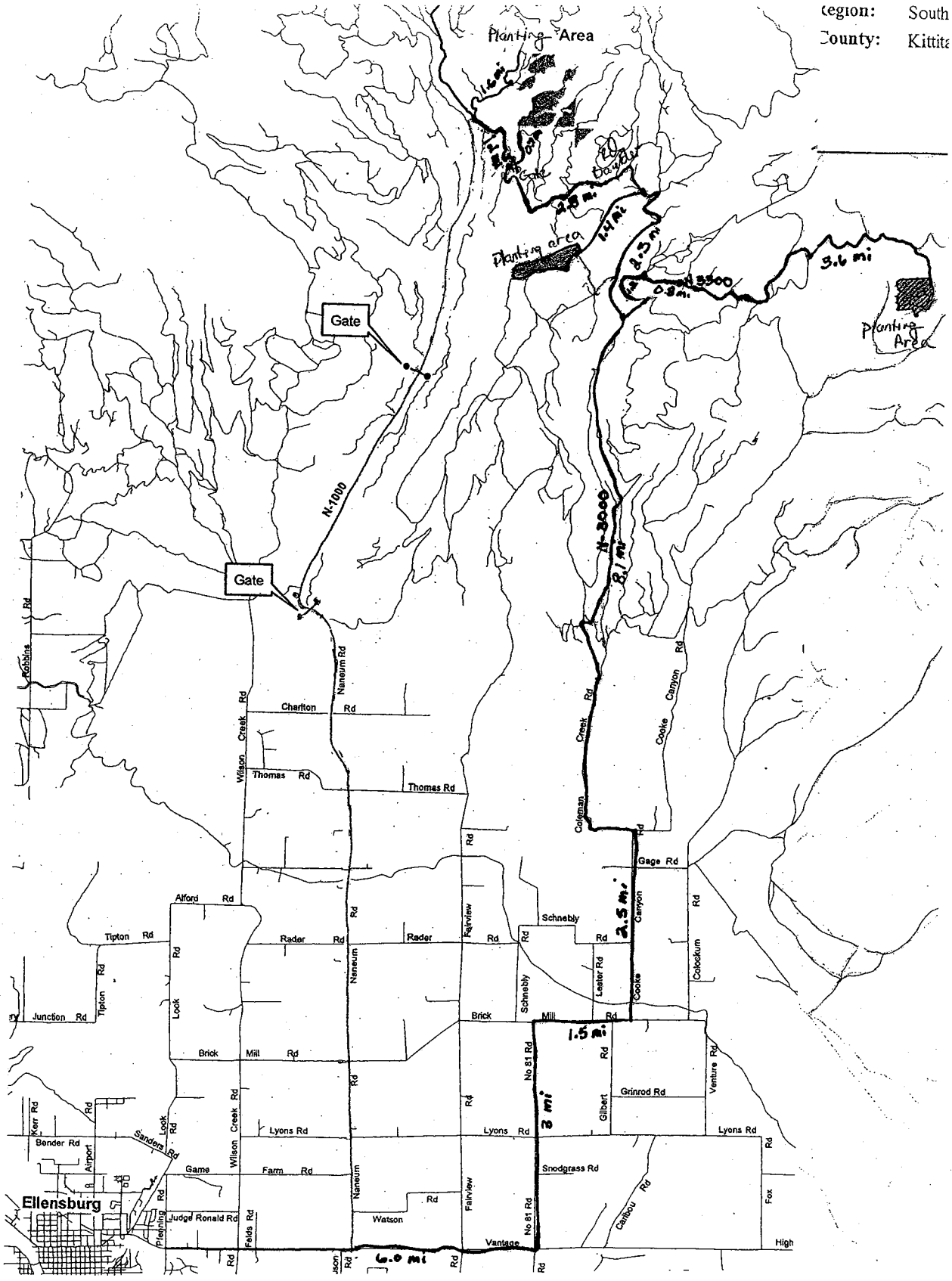
Approximate Scale 1 inch = 1,000



SECTION III, VICINITY MAP

TREE PLANTING

INVITATION TO BID NUMBER 1227



SECTION IV
BID FORM

TREE PLANTING **INVITATION TO BID/CONTRACT NUMBER 1227**

Award of contract shall be on a per item basis as per Clause 1-42.

At the following rates, the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of Invitation to Bid/Contract Number1227.

Item No.	Unit No.	Unit Name	Acres	Unit Bid Price (Per Acre)		Unit Total	Item Total
1	1	Polyanna U1	40	_____	\ Ac	$ _____	
1	2	Cho-Cho Charlie U3	100	_____	\ Ac	$ _____	
1	3	Scramblin U2	62	_____	\ Ac	$ _____	
1	4	Scramblin U2A	3	_____	\ Ac	$ _____	
1	5	Scramblin U4	109	_____	\ Ac	$ _____	
1	6	Scramblin U5	38	_____	\ Ac	$ _____	
1	7	Scramblin U6	21	_____	\ Ac	$ _____	
		TOTAL	373	_____		_____	$ _____

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, State, Zip _____

Title _____ Phone _____

Note:

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

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

SECTION IV
BID FORM

TREE PLANTING **INVITATION TO BID/CONTRACT NUMBER 1227**

Award of contract shall be on a per item basis as per Clause 1-42.

At the following rates, the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of Invitation to Bid/Contract Number1227.

Item No.	Unit No.	Unit Name	Acres	Unit Bid Price (Per Acre)		Unit Total	Item Total
1	1	Polyanna U1	40	_____	\ Ac	$ _____	
1	2	Cho-Cho Charlie U3	100	_____	\ Ac	$ _____	
1	3	Scramblin U2	62	_____	\ Ac	$ _____	
1	4	Scramblin U2A	3	_____	\ Ac	$ _____	
1	5	Scramblin U4	109	_____	\ Ac	$ _____	
1	6	Scramblin U5	38	_____	\ Ac	$ _____	
1	7	Scramblin U6	21	_____	\ Ac	$ _____	
		TOTAL	373	_____		$ _____	$ _____

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, State, Zip _____

Title _____ Phone _____

Note:

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

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

SECTION V
OFFER and CONTRACT AWARD

OFFER (For Bidder Use Only)

On condition of a contract award within sixty (60) days of bid opening and for the bid price the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of Invitation to Bid/Contract Number 1227. 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 # 1227 is hereby awarded and executed between _____ and the State of Washington, Department of Natural Resources, to be effective _____, 2008. This award is for Item Number(s) _____.

State of Washington,
Department of Natural Resources

By: _____
(Signature) (Date)

William O. Boyum Region Manager

CONTRACTOR'S DECLARATION OF INDUSTRIAL INSURANCE STATUS

INVITATION TO BID NUMBER 1227

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, ___ 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.

Firm Name : _____ Home Phone : _____

Labor & Industries _____ Washington Business

Account # : _____ License # : _____

Signature : _____ Additional Signatures : _____

Title : _____ _____

Address : _____ _____

City/State/Zip : _____ _____

Business Phone : _____

To whom it may concern:

This is to advise 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 employed by an employer or every person working under an independent contract, the essence of which is that person's personal labor.

As one who contracts to perform forest activities you may require the assistance of other individuals to complete these contracts. If such is the 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 your 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. [\timber\insdeclr.wpd]