



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

INVITATION TO BID: TREE SEED ORCHARD CONE PICKING CONTRACT

You are invited to bid on the following Tree Seed Orchard Cone Picking Contract. 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 quality or quantity of cone estimates. Any descriptions appearing in each contract are estimates only, solely for administrative and identification purposes.

Draft contract is attached to this invitation.

Contract Number	Species	Location	Number of Bushels	Comments
1454	Douglas-fir	Meridian Seed Orchard 6425 Meridian Road SE Olympia, WA	860	

BID PROCEDURES

Bid Delivery

The bidder shall prepare one complete bid form for the contract, available in Section III of the draft contract. Each bid shall be delivered to the DNR's Seed Orchard Office in its own envelope marked "Sealed Bid" and addressed to the DNR's Forest Geneticist as specified below.

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

Bids will be accepted until 4:00 PM on August 1, 2013.

Questions pertaining to this Invitation to Bid can be answered by contacting Jeff DeBell at jeff.debell@dnr.wa.gov or (360) 407-7578. Oral explanations, interpretation, or instructions given before the award will not be binding.

Bid Contents

Each bid shall include all four 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); and
- 4) Photocopy of Washington State Farm Labor Contractors License.

All documents must be legible and properly completed.

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

Upper left corner:	Bidder's Name Bidder's Address
Lower left corner:	Tree Seed Orchard Cone Picking "Sealed Bid"

Completed bid envelopes should be sent to:

USPS Mailing address:	Jeff DeBell, Forest Geneticist Washington State Department of Natural Resources 1111 Washington Street SE PO Box 47017 Olympia, WA 98504-7017
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Physical address for Fed Ex or UPS:	Jeff DeBell, Forest Geneticist Washington State Department of Natural Resources 9805 Blomberg St SW Tumwater, WA 98512
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Bid Form Requirements

Bids must be submitted on the Bid Form (Section III-A) that is attached to the draft contract. 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 Bid Price per Unit and an Item Total must be entered for all of the Items in the contract. All Item Totals for the contract must be summed and entered as the Contract Price. In the event of a difference between the sum of all Item Totals and the Contract Price, sum of the individual Item 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.

Bidder Insurance

All insurance 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 awarded. 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 Forest Geneticist 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 bid. Bidder's representative(s) 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: (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; and; (e) the bidder's previous and current compliance with all laws. The DNR's determination that a bidder is not qualified may result in rejection of the bid submitted.

Award Letter

The DNR makes every effort to mail an award letter with instructions and a copy of the executed 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 insurance certificate at the DNR's Seed Orchard Office. The Contract Manager specified in the contract may extend this time upon written request.

If the bidder fails to submit the insurance certificate within the time specified, the DNR may consider the contract award rejected.

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: August 15, 2013 through August 15, 2014, with the option to renew for up to five (5) additional years.

Timing restrictions: Work will normally occur during business hours Monday through Friday, excluding State and Federal holidays, unless other schedule is authorized.



WASHINGTON STATE DEPARTMENT OF
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Peter Goldmark - Commissioner of Public Lands

Forest Resources Division

Contract Number # 1454

Contract Digest: TREE SEED ORCHARD CONE PICKING

- Definitions

SECTION I – CONTRACT CLAUSES

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

SECTION II –ITEM INFORMATION

Item Descriptions

SECTION III – FORMS FOR BIDDER TO COMPLETE

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

DEFINITIONS

- A. **'Bid Price per Unit'** is the rate per Bushel, written in the Bid Price per Unit column of the Bid Form (Section III-A).
- B. **'Bushel'** is a measure of cone volume equivalent to eight (8) gallons. For the purposes of cone picking this volume fills two level four (4) gallon buckets of cones.
- C. **'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 Contract Manager, and manage the Work Schedule.
- D. **'Cone Sack'** is a burlap sack provided by DNR into which picked cones are placed in order that they may be correctly measured, identified, stored and transported.
- E. **'Contract Manager'** means the DNR staff person who processes this contract, makes payments, provides and facilitates dispute resolution, provides technical advice to Compliance Forester, and is the first point of contact for questions relating to this contract or interpretation of Work. Contract Manager may perform the duties of Compliance Forester.
- F. **'Contractor'** means the legal business entity engaged with DNR to complete the terms of this contract.
- G. **'Division Manager'** means the designated DNR staff person responsible for managing the affairs of DNR including the Seed Orchard. Division Manager may perform the duties of Contract Manager.
- H. **'DNR'** means the Washington State Department of Natural Resources, acting through an authorized employee.
- I. **'Designated Contract Representative(s)'** means those individual(s) designated by Contractor on the Pre-Work Form during the Pre-Work Conference.
- J. **'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.
- K. **'Item Total'** is the total amount (in dollars) that Contractor agrees to be paid for each Item, written in the Item Total column of the Bid Form (Section III-A).
- L. **'Pre-Work Conference'** is the meeting between Compliance Forester and Contractor after award of the contract and before commencement of Work. Its purpose is to agree upon project logistics and the Work Schedule.
- M. **'Trash'** refers to non-cone material (including needles, twigs, dirt, and bark) which must be minimized within the Cone Sacks in order for the product to be of acceptable quality.
- N. **'Tree Seed Cone'** is a seed-bearing cone picked from conifer trees for the purpose of removing seeds to grow seedlings.
- O. **'Work'** includes picking healthy seed cones from designated trees and all activities performed by Contractor during cone picking.

- P. **'Work Schedule'** means the approved order and timeline for how the requirements of this contract, including Work on individual items or groups of items, will be fulfilled by Contractor.
- Q. **'Work Site'** is the specific location where Work is being performed.

SECTION I-A: GENERAL PROVISIONS

A-01 Contractor's Warranty

Contractor warrants that they have had an opportunity to ask pertinent questions regarding the work site and enters this contract based upon their own judgment of the costs of performing the Work, based upon their own experience. Contractor also warrants to DNR that it enters this contract without any reliance upon the Bushel estimates, 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, lodging, or other facilities;
- C. Uncertainties of weather or similar physical conditions;
- 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 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, except, DNR may modify or cancel this contract pursuant to clause A-07 without a writing signed by the Contractor.

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. The Invitation to Bid is incorporated by reference into this contract.

A-04 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-05 Contract Modification or Cancellation

Contract 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. Any modification or cancellation of this contract by the Contract Manager under this section does not require consent of the Contractor or a writing signed by the Contractor.

A-06 Attachments

The following attached documents are hereby incorporated by reference:

None.

A-07 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-08 Licenses and Permits

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

A-09 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-10 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 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 policies 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, consistent with Clause A-09, above.

A-11 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 of the DNR or other affected landowners. 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. In case of any emergency, Contractor shall notify Compliance Forester. Contractor shall prepare a relevant report and submit it to Contract Manager within five (5) business days following an emergency if required to do so by Compliance Forester.
- C. 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.

A-12 Venue

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

A-13 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 Compliance Forester.
- B. If Compliance Forester is unable to resolve the dispute to Contractor's satisfaction, Contractor will notify Contract Manager in writing of its dispute with specificity. Contract Manager will review and provide a written suggestion for resolution within ten (10) business days.
- C. If Contractor is not satisfied with Contract Manager's response, it will notify Division Manager in writing of its dispute at the address listed below. Division Manager will review and set a meeting with Contractor within fifteen (15) business days, unless Contractor agrees to a longer period. After the meeting, Division Manager will provide a written response.

Division Manager Forest Resources Division
1111 Washington St SE
PO Box 47014
Olympia, WA 98504-7014

A-14 Subcontracting

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

A-15 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-16 Pre-Work Conference

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

A-17 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 Contract Manager and Compliance Forester(s);
- C. The Work Schedule for this contract;
- D. Time interval(s) and details for processing payment; and
- E. Clarification of any unique requirements or conditions of the Work within this contract prior to commencing Work.

A-18 Work Delay

Delays of more than one day are unacceptable, and constitute breach of contract. Contractor shall promptly notify 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-19 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 Compliance Forester to revise the schedule to reconcile with the actual progress of the Work. Compliance Forester may require a meeting prior to granting a revision. A revision to the Work Schedule for one Item shall not change the timing for any other Item unless expressly authorized.

A-20 Work Days and Hours

Work shall only proceed on regular Monday through Friday work days and standard work hours, which are generally 8:00-4:30. Work on weekends or on designated State holidays, or on other hourly schedules, requires specific permission from Compliance Forester.

A-21 Breach of Contract

Contractor's unsatisfactory performance of contract requirements shall constitute breach of contract. DNR may require reworking of portions of Item(s).

A-22 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, and/or make a claim for damages.

A-23 Removal of Merchantable Products

Contractor is prohibited from removing merchantable or potentially merchantable products for personal use from DNR or other affected lands. All tree seed cones picked on DNR lands remain the property of DNR at all times. A separate agreement or contract with DNR is required for removal of DNR property and other merchantable or potentially merchantable material for personal use.

A-24 Garbage

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

A-25 Term of Contract

- A. The term of this contract is from **August 15, 2013 to August 15, 2014**. The contract shall not be extended without written permission from Contract Manager.
- B. Within the 30-day period before the end of the current contract term and upon mutual agreement, the contract is renewable for a period of five (5) years after the end of term, in one-year increments. At the time of renewal the contract will be amended to include revised estimates of quantity of work.
- C. Within the 30-day period before the end of the current contract term, Contractor may request a price increase for the next contract term increment. DNR will review the request and determine if a price increase is warranted and reasonable. DNR may negotiate the amount of the increase with Contractor. If DNR and Contractor fail to reach agreement, DNR may choose to let the contract expire and may choose to rebid the contract.

A-26 Commencement of Work

Commencement date for Work will be determined by DNR based on cone ripeness.

Work shall commence within (3) three days after receipt by the Contractor from Compliance Forester of verbal notice to proceed.

SECTION I-B: SPECIFICATIONS FOR THE ACTIVITY

Contractor shall pick tree seed cones as described in the section below. Work Site is a seed orchard subject to seasonal weather conditions.

B-01 Workers, Supervision, and Equipment

Contractor shall provide:

- A. A telephone number where he or she may be reached outside regular working hours;
- B. Crew(s) of workers required to perform the Work, with a maximum of twenty (20) workers organized in crews ranging from 2-20, unless otherwise approved by Compliance Forester. A minimum of four (4) people must be on site at all times during Work;
- C. 40-foot diesel powered motorized lifts;
- D. Labor and supervision needed for cone harvesting. Supervision must include at least one qualified foreperson who is fluent in English and the primary language of the crew; and
- E. Vehicle(s) that ensures crews shall be safely transported to, from, and within the work site.

B-02 DNR Furnished Cone Picking Materials

DNR will provide the following item(s) to Contractor for use in the performance of this contract:

- A. Cones;
- B. Burlap cone sacks; and
- C. Fuel for diesel-powered lifts. The Compliance Forester will keep lifts fueled at the expense of DNR. Fueling schedule will be mutually agreed upon by the Contractor and Compliance Forester.

B-03 Periods of Suspension

Operations will be halted when Compliance Forester determines weather is inoperable or seed maturity conditions are unacceptable. Conditions during which DNR may not allow Work include, but are not limited to:

- A. Wind velocity greater than twenty (20) miles per hour;
- B. Rain or snow creating potentially injurious cone picking and storage conditions; and
- C. Unripe cones.

If any of these conditions exist on the site, Compliance Forester may direct Contractor to suspend operations until weather or cone maturity conditions improve. Contractor should be prepared for periods of suspension or a reduced workforce when inclement weather or other factors limit the amount of work. A verbal or written Notice to Proceed will be issued and contract time will commence when cones are sufficiently ripe for harvest. All attempts will be made to provide continuous harvest days until completion of contract. During periods of suspension Contractor shall hold the crew ready to begin work with one day's notice, seven (7) days a week.

B-04 Tree Seed Cone Picking by Contractor

Contractor shall pick designated tree seed cones as follows:

A. Work Site

1. Work is to be performed in the orchard blocks of the Meridian Seed Orchard, 6425 Meridian Road SE, Olympia, WA.
2. Contractor must report to the job site Monday through Friday and work from 8:00 AM to 4:30 PM unless permission to do otherwise is granted in writing by the Compliance Forester.
3. The orchard blocks will remain free of trash throughout the day and at the completion of each work day. Garbage cans will be provided by DNR.
5. Parking is allowed only in the designated area that will be provided for the contractor and employees. This area must be kept clean and free of trash.
6. One crew bus will be permitted for each picking crew.
7. Smoking will be allowed only in designated smoking areas. Cigarette butts must be deposited in the container provided for that purpose.
8. DNR will provide portable toilets, including regular cleaning, for use by Contractor crews.

B. Tree Seed Cones to be Picked

Compliance Forester will determine which trees are to be picked and in what order. Contractor's crews may be moved between trees at any time to meet cone harvest needs. No cones will be picked from a tree until the Compliance Forester informs the Contractor that the tree is ready to be picked. Trees will be designated for picking at different times based on cone ripeness, so it may not be possible to complete the harvest in a row-by-row manner.

C. Specifications for Tree Seed Cone Picking by Contractor

1. Safety harnesses must be worn at all times when operating motorized lifts. If workers in lifts fail to wear safety harnesses, Compliance Forester will shut down the lift until the on-site supervisor of the crew has discussed the issue with those workers and they put on the safety harnesses.
2. Lifts will not be driven across tree rows.
3. The Contractor may pick cones from contractor-supplied ladders.
4. Tree climbing is not permitted.
5. Limb breakage must be kept to a minimum. Limbs will not be deliberately broken or cut unless specifically approved by Compliance Forester.
6. Each individual tree will be clean picked, with no cones remaining. If any tree has more than five (5) cones remaining, the Compliance Forester may require the tree to be picked again to correct the problem.
7. Cones will be picked into burlap bags supplied by DNR. Bags will not be filled more than 75% to allow for closure. Cone bags will be kept free of garbage, old cones, and excess needles or limbs.

8. Cone bags will be carefully lowered, not dropped to the ground. The point of delivery is beneath the individual tree from which the cones were picked. Cone bags will be placed next to the stem of the tree. Cones picked from one tree will not be mixed with those from another tree.
9. Filled cone bags will be collected by DNR for measurement, final bagging and tagging. Bushels will be measured using 4-gallon plastic buckets, with two buckets equal to one bushel. Contractor has the right to monitor the measurement process.

D. Production Rates

Contractor is required to pick a minimum of 80 bushels per day. Contractor is responsible for providing sufficient lifts and workers to accomplish this output.

SECTION I-C: COMPLIANCE INSPECTION AND PAYMENT

C-01 General

- A. Compliance Forester will make continuous inspections of the work in progress to ensure that all specifications and production rates are being met. Compliance Forester shall have the authority to halt work until Contractor takes required steps to perform the services in conformance with the specifications of this contract.
- B. Compliance Forester will be available for on site, day-to-day administration of the contract unless prior arrangements are made to the contrary. The Compliance Forester will determine cone ripeness and designate trees for picking.
- C. Compliance Forester will record the daily production totals during the period of this contract.
- D. Compliance Forester will determine whether Contractor's Work has been satisfactorily completed.

C-02 Inspection by Compliance Forester

The Compliance Forester will inspect bags of picked cones for compliance with standards specified elsewhere in this contract.

C-03 Unsatisfactory Work

- A. If any of the services do not conform with the contract requirements, Compliance Forester may require Contractor to perform the services again in conformity with contract requirements, at no additional cost to DNR. When the defects in services cannot be corrected by re-performance, Compliance Forester (1) will require Contractor to take necessary action to ensure that future performance conforms to contract requirements, and (2) may apply reductions in payment.
- B. If Contractor fails to promptly perform the services again or to take necessary action to ensure future performance in conformity with contract requirements, Compliance Forester may: (1) by contract or otherwise, perform the services and charge to Contractor any cost incurred by the State that is directly related to the performance of such service; or (2) terminate the contract for default.
- C. Re-inspection without rework. If the inspection results (Clause C-02) are unacceptable to Contractor and he or she requests a second inspection without rework, the same inspection procedure will be used. If the second inspection shows less than or equal to three (3) percent variance from the first inspection, the result of the first inspection will be used in determining payment. Requests for re-inspection shall be made in writing.

C-04 Determination of Payment

Payment will be made for accepted work in accordance with contract provisions.

A. Rate of Pay

The 'Rate of Pay' is the actual amount (in dollars) that Contractor will be paid for completed work on each Item. The Rate of Pay is equal to the Bid Price per Unit multiplied by the number of satisfactorily completed Units. The Rate of Pay is reduced by any reductions in payment as described below (Clause C-04-B).

B. Reduction in Payment

Reductions in payment will be calculated as follows:

1. Reduction for failure to report to work Monday-Friday during cone picking (unless permission to do so is given by Compliance Forester): **\$300/day**
2. Reduction for failing to report by 8:00 AM or leaving prior to 4:30 PM during cone picking (unless permission to do so is given by Compliance Forester): **\$50/hour**
3. Reduction for failure to pick all cones from a tree after being directed to repick the tree by the Compliance Forester: **\$1/cone remaining on tree**

C-05 Payment Example

The Item Bid Price is \$20 per bushel of cones delivered and 1,000 bushels were provided to DNR. A reduction of \$300/day is applied for failing to show up two days during cone picking.

The Rate of Pay is calculated by multiplying \$20/bushel by 1000 bushels = \$20,000. A reduction in payment is calculated by multiplying 2 (days absent) by \$300 = \$600. Therefore, the adjusted Rate of Pay is calculated by subtracting \$600 from \$20,000 = \$19,400.

C-06 Payment Schedule

Details of the payment schedule will be discussed in the Pre-Work Conference (Clause A-16 and A-17) and will be set forth in the Work Schedule. Invoice addresses shall be provided to DNR upon contract award. Payment shall be made as follows:

A. Invoicing

Each invoice shall be submitted as required by the contract upon delivery of cones to DNR and shall reference the contract number. Compliance Forester will make payment recommendations for the invoice and forward to Contract Manager for processing.

B. Final Payment

Final payment will be made upon completion of job.

SECTION II-C: ITEM DESCRIPTION

INSTRUCTIONS: Fill out one row per Item.

Item Number	Item Name	Estimated Time Period for Work (days)*	Description and Special Notes
1	Douglas-fir cones	Between September 3 and September 27	Cone picking will begin when Compliance Forester determines that cones are ripe and notifies Contractor

*Time period will vary, depending on weather, crop ripeness, and other factors.

SECTION III-A: BID FORM

CONTRACT NUMBER 1454

INSTRUCTIONS: Bids should include all costs related to the completion of the Work. A Bid Price per Unit and an Item Total must be entered for all of the Items in the contract. Each Item Total is calculated by multiplying the Bid Price per Unit by the Quantity for each Item. All Item Totals for the contract must be summed and entered as the Contract Price. In the event of a difference between the sum of all Item Totals and the Contract Price, the individual Item 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 Invitation to Bid/Contract Number: **1454**.

Item Number	Item Name	Estimated Quantity	Unit	Bid Price per Unit	Item Total
1	Douglas-fir cones	860	Bushels		

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 1454
(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 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 _____	Labor & Industries Account # _____
Signature _____	Washington Business License # _____
Title _____	Additional Signatures _____
Address _____	_____
City and State _____	_____
Business Phone _____	_____
Home Phone _____	_____

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 Contractor fail to do so. The agency or firm may also withhold money due 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 1454. 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 1454 is hereby awarded to _____

State of Washington,
Department of Natural Resources

By: _____

(Signature)	(Date)
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Jeff DeBell
Contract Manager

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