



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

Northwest Region
919 North Township Street
Sedro Woolley, WA 98284
Phone: 360-856-3500

INVITATION TO BID

Contract Number #1449

Contract Digest: Site Preparation, Ground Herbicide
(Ground based herbicide application to reduce vegetative competition prior to tree planting.)

Contract Scope: 181 acres in Skagit, Snohomish and Whatcom Counties

Term of Contract: Monday, August 19th, 2013 – Friday, September, 13th, 2013

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**SECTION I
NOTICE TO ALL BIDDERS**

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

Department of Natural Resources
Northwest Region
919 North Township Street
Sedro Woolley, WA 98284

Bid Opening: Bids will be accepted at the Department's Northwest Region office until **1:00 pm on Tuesday, August 13th, 2013** at which time and place all bids will be opened and read aloud.

Examination of Units: You are invited to bid this work and are **strongly** advised to examine the areas prior to bidding. Questions pertaining to unit(s) can be answered by contacting Northwest Region Intensive Management Forester, Peter Hurd, at (360) 854-2881.

**SECTION I
INSTRUCTIONS TO ALL BIDDERS**

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

Peter Hurd, Intensive Management Forester
Department of Natural Resources
919 North Township Street
Sedro Woolley, WA 98284

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

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

Addressed to: Laurie Bergvall, Acting Northwest Region Manager
In Care Of: Peter Hurd
Northwest Region Intensive Management Forester
Department of Natural Resources
919 North Township Street
Sedro Woolley, WA 98284

Upper left corner: Bidder's Address

Lower left corner: Site Prep, Gr. Herbicide - "Sealed Bid"
Invitation to Bid/Contract No. **1449**

Questions concerning this Invitation to Bid/Contract should be referred to Contract Manager, Peter Hurd, of the Northwest Region office by calling (360) 854-2881.

SECTION I
SPECIAL NOTICES

Term of contract: August 19th, 2013 – September 13th, 2013

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

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

Gate Access: All gates associated with Item 1 will use locks that require an F1-3 key. This key is available from the Northwest Region office in Sedro Woolley.

Approved generic substitutions for herbicides and carriers are found in Clause 3-21.01.

Provide proof of 2013 Farm Labor Contractor's License or letter of exemption from the Department of Labor & Industries before work begins.

PLEASE NOTE INSURANCE REQUIREMENTS (SEE CLAUSE 2-24)

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

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

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

St. Joseph Hospital, 2901 Squalicum Parkway, Bellingham Ph: 360-734-5400
United General Hospital: 1971 Highway 20, Sedro Woolley Ph: 360-856-6021
Skagit Valley Medical Center, 1415 E Kincaid St, Mt. Vernon Ph: 360-424-4111
Cascade Valley Hospital, 330 S Stillaguamish Ave, Arlington Ph: 360-435-2133
Valley General Hospital, 14701 179th St. SE, Monroe Ph: 360-794-7497
Providence General Hospital. 14th and Colby Ave., Everett Ph: 425-261-2000

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

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

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

Phone: 360-664-7779

DEFINITIONS

- A. 'Compliance Forester' means the Department staff performing the compliance inspections, approves Work, recommends payment to the Contract Manager, and manages the Work Schedule.
- B. 'Contract' means this Invitation to Bid/Contract the Pre-Work Conference packet and all required documents provided by the contractor.
- C. 'Contract Manager' means the Department staff that processes this Contract, makes payments, provides and facilitates dispute resolution, provides technical advice to the Compliance Forester, and is the first point of contact for questions relating to this Contract or interpretation of Work. The Contract Manager may perform the duties of the Compliance Forester.
- D. 'Contractor' means the bidder who was awarded this Contract.
- E. 'Department' means the Department of Natural Resources of the State of Washington, acting through an authorized employee.
- F. 'Designated Contract Representative(s): Those individuals designated by the Contractor on the Pre Work form during the Pre Work Conference.
- G. 'Force Majeure' means those acts that are unforeseeable and beyond the control of either party to the Contract. Acts of Force Majeure include, but are not limited to: acts of God, the public enemy, fire, or other casualty. Force Majeure may result in an equitable adjustment in the time period to complete the Contract.
- H. 'Item' means the smallest category of area that can be awarded to one contractor. This contract can be a roll-up of a large geographic area and Items are used for award purposes to identify to the contractor what portions of this contract their specific award is for.
- I. 'Pre-Work Conference' is the meeting between the department and the contractor after award of the contract is made but prior to commencement of work. Items agreed upon in this meeting are signed off by both the department and the contractor and become part of the contract
- J. 'Region Manager' means the designated Department staff responsible for managing the affairs of the Department in designated large geographic areas. The Region Manager may perform the duties of the Contract Manager.
- K. 'Unit' is the individual geographical area that the Work is to be done on. Each unit is specifically identified by number on the Bid Form (Section IV), the Unit Description, and corresponding Unit Map (Section III).
- L. 'Work Schedule' means the approved timeline for how the requirements of this contract will be fulfilled by the contractor. The work schedule is agreed upon during the Pre-Work Conference by both the department and the contractor.
- M. 'Work' means the services the Contractor is required to satisfactorily complete this Contract found in Section II Specifications for the Activity and Section III Unit Description
- N. 'Unit Bid Price' is the rate per acre written in the Unit Bid Price column of the bid form (Section IV Bid Form).

SECTION II, Division I - Bidding Requirements

1-10 Preparation of Bids

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

1-20 Submission of Bids

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

1-30 Performance/Damage Deposit

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

1-40 Award of Contract

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

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

SECTION II, Division II - General Requirements

2-20 Responsibilities and Legal Relations

- 2-21 The Contractor shall abide by and comply with all the laws and regulations of the United States, State of Washington and counties wherein the work is executed insofar as they affect his/her contract. The Contractor will make any payments, contributions, remittances and all reports and statements required under said laws.
- 2-22 The Contractor shall, without additional expense to the Department, obtain all required licenses and permits necessary for executing provisions of his/her contract with the Department.
- 2-23 The Contractor shall hold harmless the State of Washington, the Department, their officers, agents and employees from any and all claims for damages, injuries to persons or property that may occur as a result of the performance of the Contractor, agents or employees in connection with this contract.
- 2-24 Before commencing work, the Contractor shall obtain and keep during the term of this Contract the following liability insurance policies, insuring Contractor against liability arising out of its operations, including use of vehicles. Failure to buy and maintain the required insurance may result in termination of the Contract. The limits of insurance, which may be increased by the Department as deemed necessary, shall not be less than as follows:
- A. **Commercial General Liability (CGL) insurance**, with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the “each occurrence” limit, and the products-completed operations aggregate limit shall be at least twice the “each occurrence” limit.
 - B. **Employer’s liability (“Stop Gap”) insurance**, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - C. **Business Auto Policy (BAP) insurance**, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of “Any Auto.”

Contractor shall comply with all State of Washington workers’ compensation statutes and regulations. Workers’ compensation coverage shall be provided for all employees of Contractor. Except as prohibited by law, Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employer’s liability, commercial general liability or commercial umbrella liability insurance.

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

2-20 Responsibilities and Legal Relations (continued)

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

Before using any rights granted herein, Contractor shall furnish the Department with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference the Contract number **1449** and be in effect during the term of this contract.

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

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

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

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

2-30 Subcontracting

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

2-40 Determination of Payment

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

2-40 Determination of Payment (continued)

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

2-50 Nondiscrimination

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

2-60 Contract Administration

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

2-70 Contract Work Procedure

- 2-71 The Contractor shall attend a prework conference prior to commencing contract work (see Clauses 2-28, 2-45.01 and 2-72). The time and place of the prework conference shall be determined by the Department, the Contractor will be notified of the time and place when the contract is awarded. When considered practical by the Department the time and/or place of the prework conference may be altered if requested in writing by the Contractor.
- 2-72 A work schedule is required from the contractor. The work schedule shall be set at the prework conference (Clause 2-71) and must be acceptable to the Department. To be acceptable the work schedule must be practicable: The work schedule must identify the latest date by which the Contractor agrees to commence contract work on each unit awarded. The work schedule must allow a reasonable time period for the work to be completed according to contract requirements herein, and further, if more than one unit has been awarded the work schedule must indicate the sequence in which the units will be worked by the Contractor. If for any reason during the contract period the Contractor's work schedule is no longer viable, the Contractor must submit a revised work schedule for Department approval.
- 2-73 The Contractor shall obtain written permission to begin work on a unit. Such permission shall be applied for through the Department's Region office listed in the Notice To All Contractors section of the contract. Permission requests will require a minimum of two working days to process. The Department at its option may require person-to-person discussions between the Contractor and selected Department representatives prior to granting the required written permission. In the event the Contractor stops work for a period of one (1) week or more, or if the initial start-up is delayed by one (1) week or more the Contractor must reapply for permission to begin work.
- 2-74 Work shall only proceed on regular Monday through Friday work days. If allowed, work on weekends or designated State holidays will require written permission from the Department. Daily starting time shall be no earlier than 6:30 a.m. at the Unit unless approved in writing by the Compliance Forester.

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 any time of the year on the contract area without first obtaining written permission from the Department.

2-100 Boundaries

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

2-110 Merchantable Products

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

2-120 Litter and Refuse

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

2-130 Camping

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

SECTION II, Division III - Specifications

3-10 Unit Description

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

3-20 Contractor and Department Obligations

- 3-21 The Contractor shall be responsible for the following:
 - 3-21.01 To provide all herbicide and carrier required to perform contract work as specified in the Unit Description(s). Approved Substitutions for Brand Name Herbicides are listed below:

<u>Brand Name Herbicide:</u>	<u>Approved Substitute(s)</u>	
Accord Concentrate EPA # 62719-324	Foresters Glyphosate 5.4 Rodeo	EPA # 228-381 EPA # 81927-8 EPA # 62719-324
Chopper EPA # 241-296	Polaris SP Rotary 2SL Chopper GEN2	EPA # 228-536 EPA # 81927-6 EPA # 241-430
Oust Extra EPA # 352-622	SFM Extra Sulfomet Extra Spyder Extra	EPA # 81927-5 EPA # 352-622-85588 EPA # 228-6902

Surfactants: Syl-Tac, Phase or Dyne-Amic

- 3-21.02 To provide liquid coloring agent if specified in the Unit Description(s). Liquid coloring agent shall be "BullsEye" (blue or red) manufactured by Milliken Chemicals; an equivalent product may be substituted if approved in writing by the Contract Manager.
- 3-21.03 Upon request, provide a sample of the herbicide solution being applied as treatment.
- 3-21.04 To keep records of each day's application work. The records to be kept shall be as per the Department's "Chemical Application Record". The Contractor shall provide the Department with such records prior to payment for work completed, or at any time earlier if requested by the Department.
- 3-21.05 To bear all costs of operation not specifically furnished by the Department under Clause Section 3-22.
- 3-21.06 To provide a licensed Commercial Operator or Applicator on the work site when herbicide is being applied.
- 3-21.07 To provide all workers adequate crew supervision and serviceable equipment to satisfactorily accomplish treatment of acres described in the Unit Description.
- 3-21.08 To furnish all safety equipment.

- 3-21.09 To mix and apply herbicide on site as per the Unit Description(s)
- 3-21.10 To keep herbicide from contacting conifer trees.
- 3-21.11 To identify treatment strips, spots, stems, or clumps with semi-permanent marker (e.g. plastic flagging)
- 3-21.12 To properly dispose of all herbicide solutions, residues and empty containers.
- 3-21.13 To cease operations when:
 - a) Wind exceeds twelve (12) miles per hour, or
 - b) Air temperature is less than 40°F or greater than 85°F, or
 - c) Rainfall causes water to run down stems of target plants, or
 - d) The Department's representative determines spray conditions are unsuitable .
- 3-21.14 To refrain from applying herbicide to Department designated buffer area.
- 3-21.15 To have a 2012 Farm Labor Contractor's License or letter of exemption from the Department of Labor & Industries.
- 3-22 The Department shall be responsible for the following:
 - 3-22.01 To provide maps, photos or other data necessary to orient the Contractor.
 - 3-22.02 To provide a Compliance Forester to acquaint the Contractor with the unit(s) and to conduct periodic field inspections.

3-30 General Specifications

- 3-31 Any debris or soil deposited in ditches, culverts, or roadways shall be removed immediately.
- 3-32 Activities that will result in excessive deterioration of ditches, culverts, or roadways shall be avoided.
- 3-33 Any legal land subdivision survey corners and/or witness objects are to be preserved. If destroyed or disturbed such points shall be re-established by a licensed land surveyor in accordance with the U.S. General Land Office Standards .

SECTION IIIA - UNIT DESCRIPTIONS

UNIT NUMBER	ADMIN AREA	UNIT NAME	LEGAL	ACRES	MIX	Special Requirements			General Information		
						BUFFER ZONES	SLOPE (%)	HARVESTED	COMMENTS		
NW-1	HAMILTON	ROSEBUD CH U2	S19 T37N R05E	48	1	Avoid herbicide application in stream channels with water present or in any other open water.	8 - 49	2013			
NW-2	CLEAR LAKE	MILLIONAIRE	S36 T35N R05E	16	2	Avoid herbicide application in stream channels with water present or in any other open water.	14-45	2013			
NW-3	CLEAR LAKE	TEXAS T U2 B	S4 T32N R09E	6	1	Avoid herbicide application in stream channels with water present or in any other open water.	0-25	2013	Boundary is flagged in pink and orange ribbon		
NW-4	CLEAR LAKE	TEXAS T U1	S9 T32N R09E	6	1	Avoid herbicide application in stream channels with water present or in any other open water.	0-10	2013	Boundary is flagged in pink and orange ribbon		
NW-5	STARBIRD	OSCILLATE U2	S25 T32N R06E	32	1	Avoid herbicide application in stream channels with water present or in any other open water.	11 - 49	2011			
NW-6	STARBIRD	ODE TO JOY	S27,26 T32N R06E	13	1	Avoid herbicide application in stream channels with water present or in any other open water.	1 - 44	2013			
NW-7	BOULDER	CLEMENTINE U1	S7 T28N R08E	60	1	Avoid herbicide application in stream channels with water present or in any other open water.	0-44	2013			
TOTAL ACRES				181							

SECTION IIIA - REQUIREMENTS / MIXES

MIX	PRODUCT	ACTIVE INGREDIENT	ACTIVE INGREDIENT CONCENTRATION	MIX RATIO/RATE PER ACRE	CARRIER	TOTAL SOLUTION PER ACRE	MARKING
1	Accord Conc.	Glyphosate	5.4 lbs/gal	48 oz.	Water	10 Gallons	Dye compatible with herbicide. Flag strip edges.
	Chopper	Imazapyr	2.0 lbs/gal	12 oz.			
	Oust Extra	Sulfometuron methyl Metsulfuron methyl	56.25% by weight 15% by weight	4 oz.			
	SYL-TAC	N/A	N/A	8 oz.			
2	Oust Extra	Sulfometuron methyl Metsulfuron methyl	56.25% by weight 15% by weight	5 oz.	Water	10 Gallons	Dye compatible with herbicide.
	SYL-TAC	N/A	N/A	8 oz.			

REQUIRED HERBICIDES (EXCEPT AS ALLOWED BY 3-21.01)

Herbicides Shall Be:

- Glyphosate, N - (phosphonomethyl)glycine, in the form of its isopropylamine salt; 53.8% active ingredient (5.4 pounds per gallon)
Trade name(s): **Accord Concentrate**
- Sulfometuron methyl [Methyl 2-[[[(4,6-dimethyl-2-pyrimidinyl)amino]-carbonyl]amino]sulfonyl]benzoate) 56.25% active ingredient; Metsulfuron methyl Methyl 2-[[[(4-methoxy-6-methyl-1,3,5-triazin-2-yl)amino]-carbonyl]amino]sulfonyl]benzoate 15.00% active ingredient.
Trade Name(s): **Oust EXTRA**
- Isopropylamine salt of Imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid); 27.6% active ingredient
Trade Name(s): **Chopper**

Adjuvant Shall Be:

- Ethylated seed oil; 3-(3-hydroxypropyl)-heptamethyltrisiloxane, ethoxylated acetate; polyoxyethylene dioleate; 100% active ingredient
Trade name(s): **Syl Tac**
- Methylated seed oil; alkylpolyoxy-ethylene ether and polyether modified polysiloxane: 100% active ingredient
Trade name(s): **Phase**
- Methyl esters of C16-C18 fatty acids, polyalkyleneoxide, modified polydimethylsiloxane, alkylphenol ethoxlate: 99% active ingredient
Trade name(s): **Dyne-Amic**

Treatment Techniques (general): Herbicide must be mixed on site in the presence of the DNR compliance representative. Applicator's equipment and application method must be in compliance with herbicide labels and Department of Agriculture regulations.

Treatment Techniques Site Prep Broadcast: Ground broadcast, waving wand application with backpack sprayers. Spray foliage till wet and all bare ground. 10 gal. total solution per acre.

Additional Requirements: See attached maps for boundary descriptions. Minimum crew size is six (6).

SECTION III-B: UNIT MAPS

UNIT MAP

Ground Herbicide

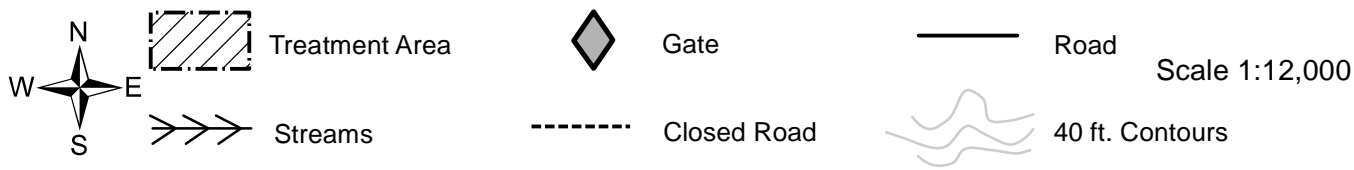
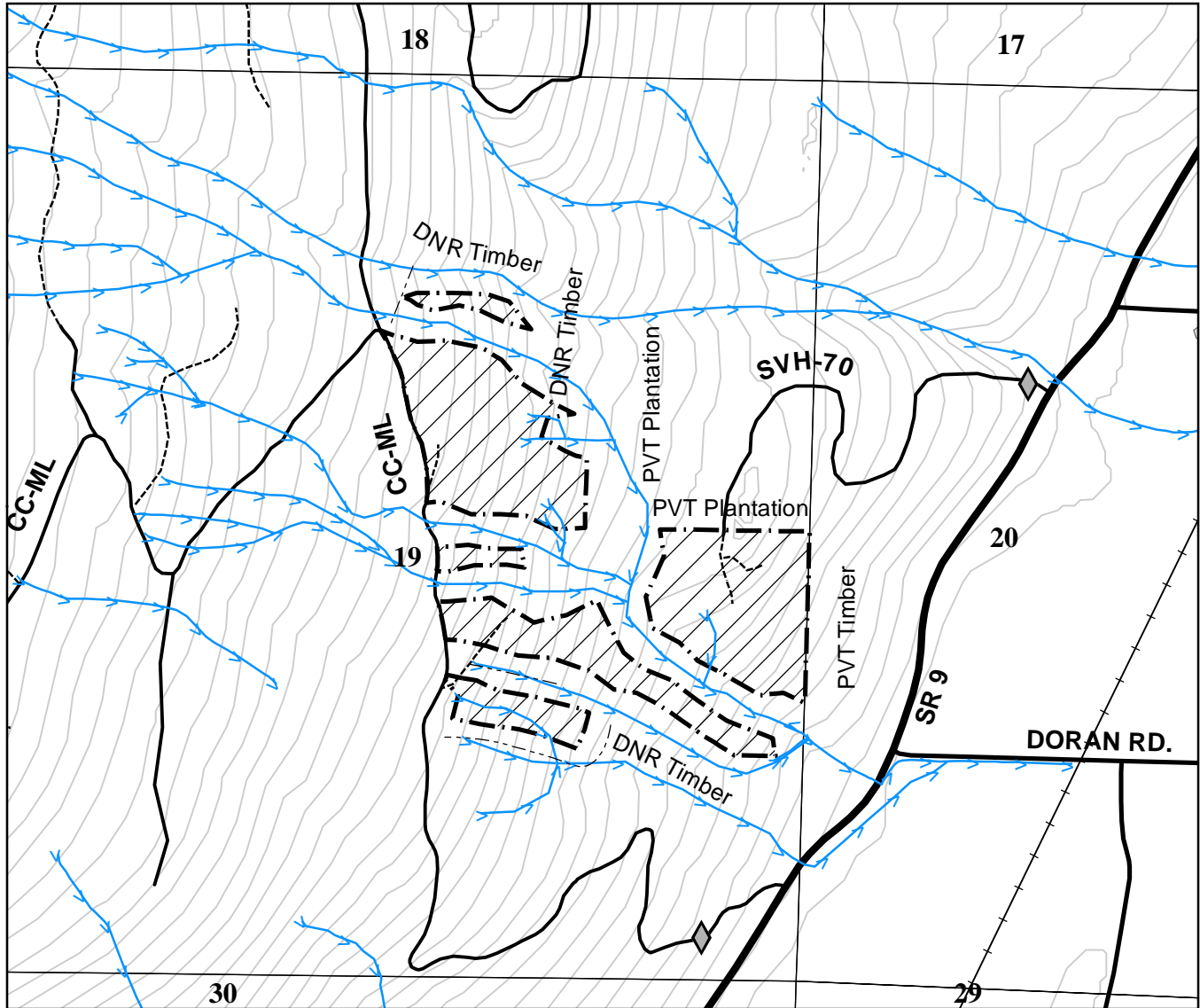
Invitation to Bid No. 1449

Unit No. NW- 1

UNIT NAME: ROSEBUD CH U2
FMU ID: 21911
TRUST: 01
ACRES: 48

REGION: NORTHWEST
DISTRICT: BAKER
LOCAL: HAMILTON
COUNTY: WHATCOM

T37N R05E S19



Directions: To access the west side of the unit from the town of Acme, proceed south on SR 9 for 3.1 miles and turn west onto the Cub Creek Main Line (CC-ML). Continue through the gate that is accessible with an F1-3 key. Continue for 1 mile before reaching the harvest unit on the east side of the road. To access the east side of the unit from the town of Acme, proceed south on SR 9 for 2.4 miles and turn right onto the SVH-70. Continue through the gate that is accessible with an F1-3 key for 0.1 mile, veer to the right and continue for another 0.45 miles before arriving at to the unit.

UNIT MAP

Ground Herbicide

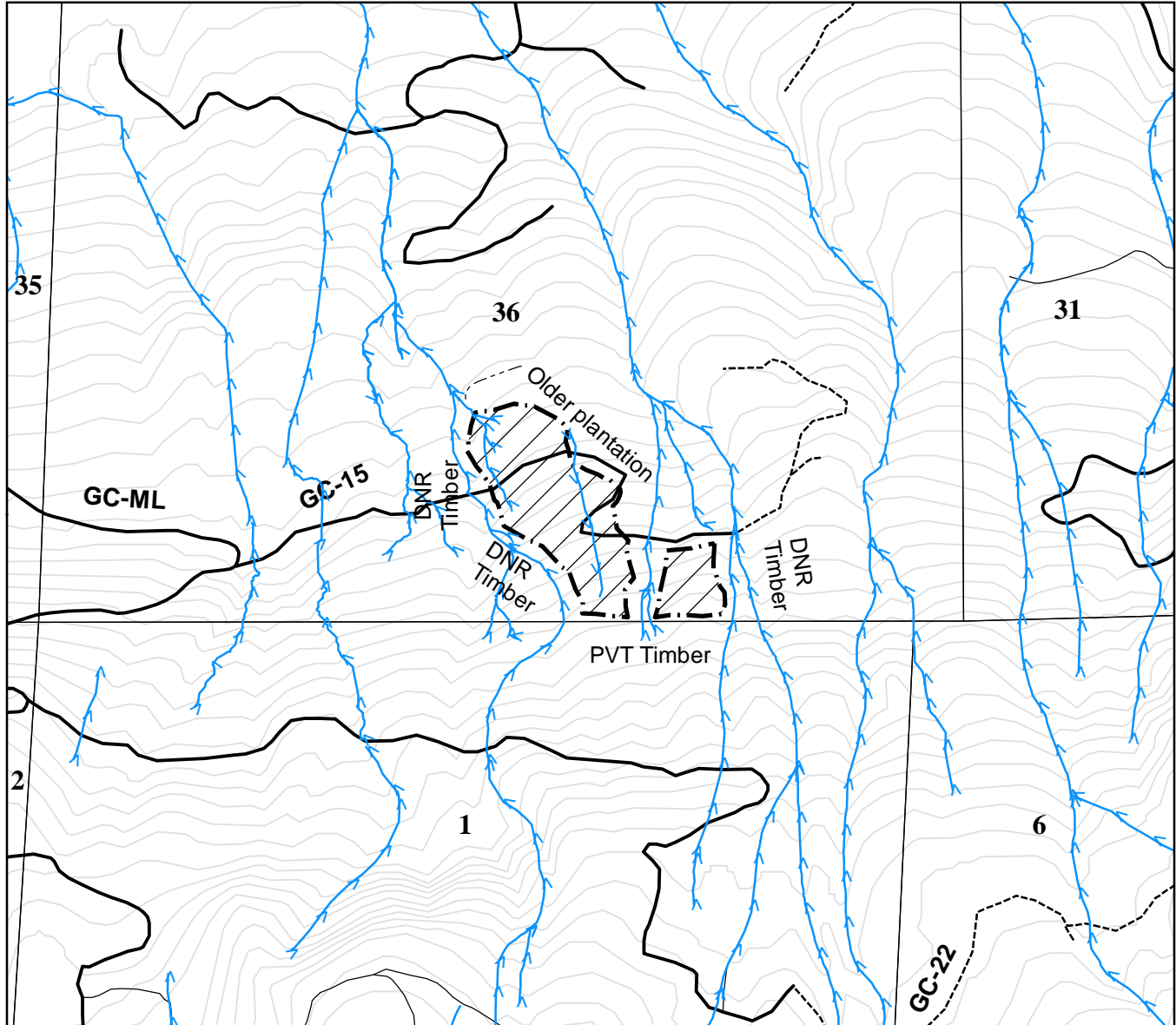
Invitation to Bid No. 1449

Unit No. NW- 2

UNIT NAME: MILLIONAIRE
FMU ID: 60804
TRUST: 03
ACRES: 16

REGION: NORTHWEST
DISTRICT: CLEARLAKE
LOCAL: CLEARLAKE
COUNTY: SKAGIT

T35N R05E S36

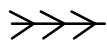


Treatment Area



Gate

Road



Streams



Closed Road



40 ft. Contours

Scale 1:12,000

Directions: From the junction of SR 9 and South Skagit Hwy turn right on to the South Skagit Hwy and travel 5.5 miles. Turn right on to the GC-ML and travel 1.5 miles to the GC-15 road. Turn left on to the GC-15 road and travel 0.3 mile to the unit.

UNIT MAP

Ground Herbicide

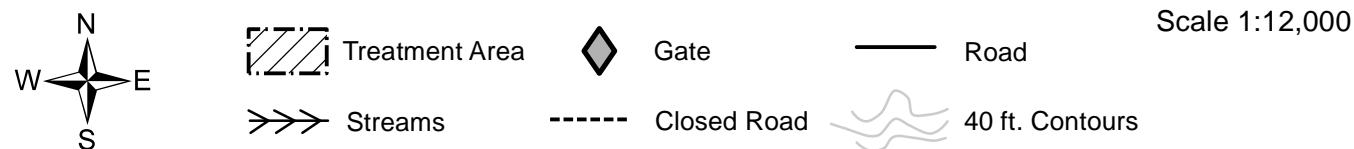
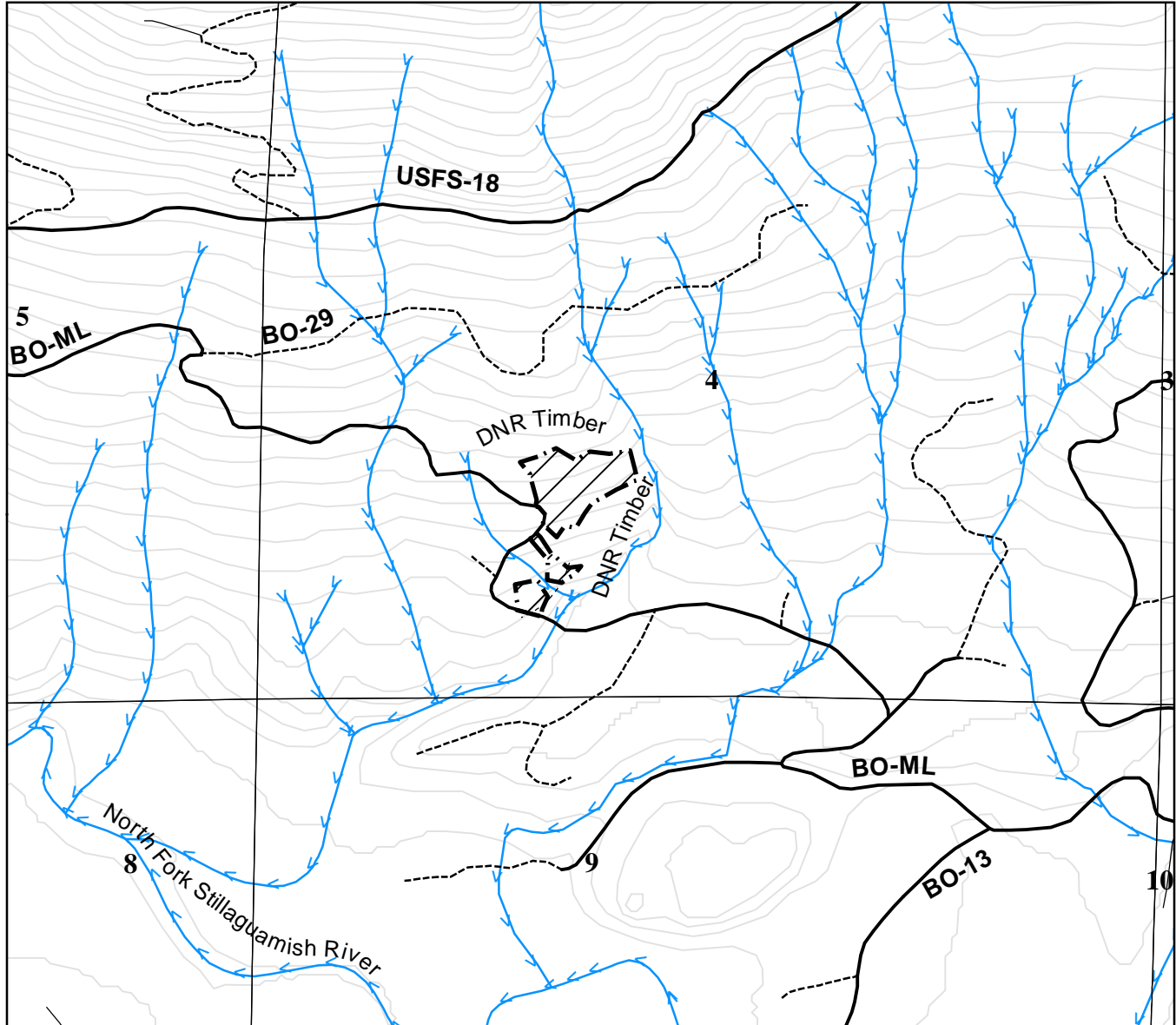
Invitation to Bid No. 1449

Unit No. NW- 3

UNIT NAME: TEXAS T U2 B
FMU ID: 35734
TRUST: 10
ACRES: 6

REGION: NORTHWEST
DISTRICT: CLEAR LAKE
LOCAL: CLEAR LAKE
COUNTY: SNOHOMISH

T32N R09E S4



Directions: From Arlington travel 26 miles east on State Route 530 to the BO-ML road at MP 46.8. Turn north (left) on the BO-ML road and drive 2 miles to the unit

UNIT MAP

Ground Herbicide

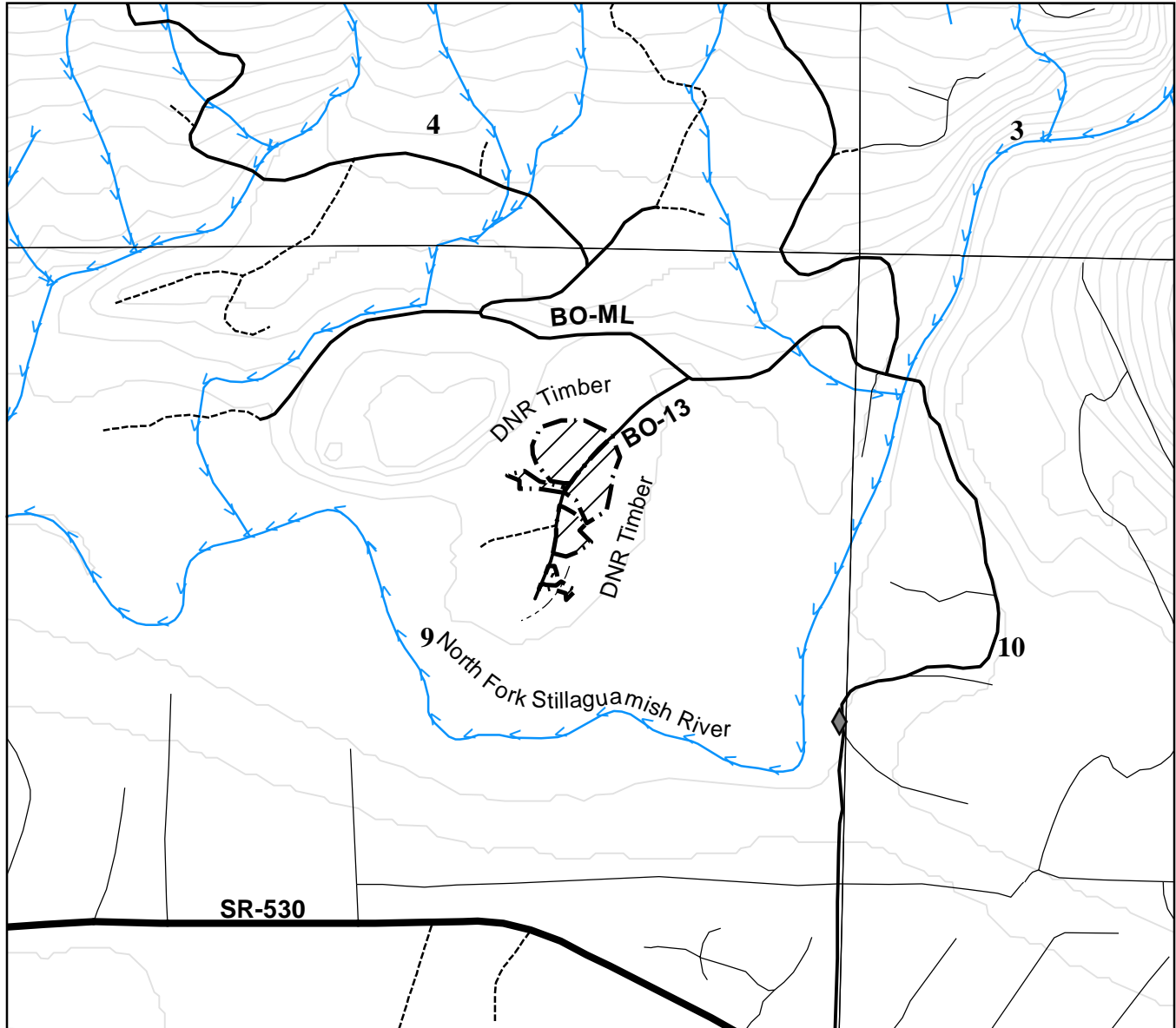
Invitation to Bid No. 1449

Unit No. NW- 4

UNIT NAME: TEXAS T U1
FMU ID: 35733
TRUST: 01
ACRES: 6

REGION: NORTHWEST
DISTRICT: CLEAR LAKE
LOCAL: CLEAR LAKE
COUNTY: SNOHOMISH

T32N R09E S9



Treatment Area



Gate

Road

Streams

Closed Road

40 ft. Contours

Scale 1:12,000

Directions: From Arlington travel 26 miles east on State Route 530 to the BO-ML road at MP 46.8. Turn north (left) on the BO-ML road and drive 1.3 miles to the BO-13 and turn left. Travel .3 miles to the unit.

UNIT MAP

Ground Herbicide

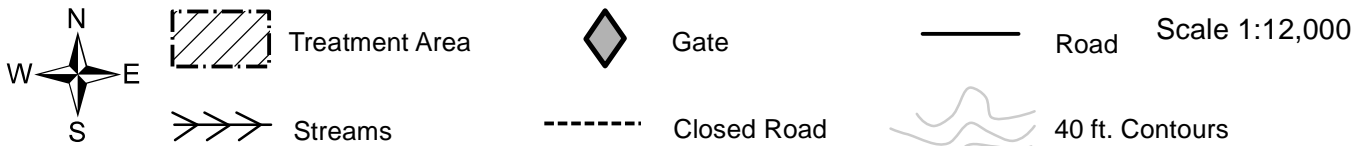
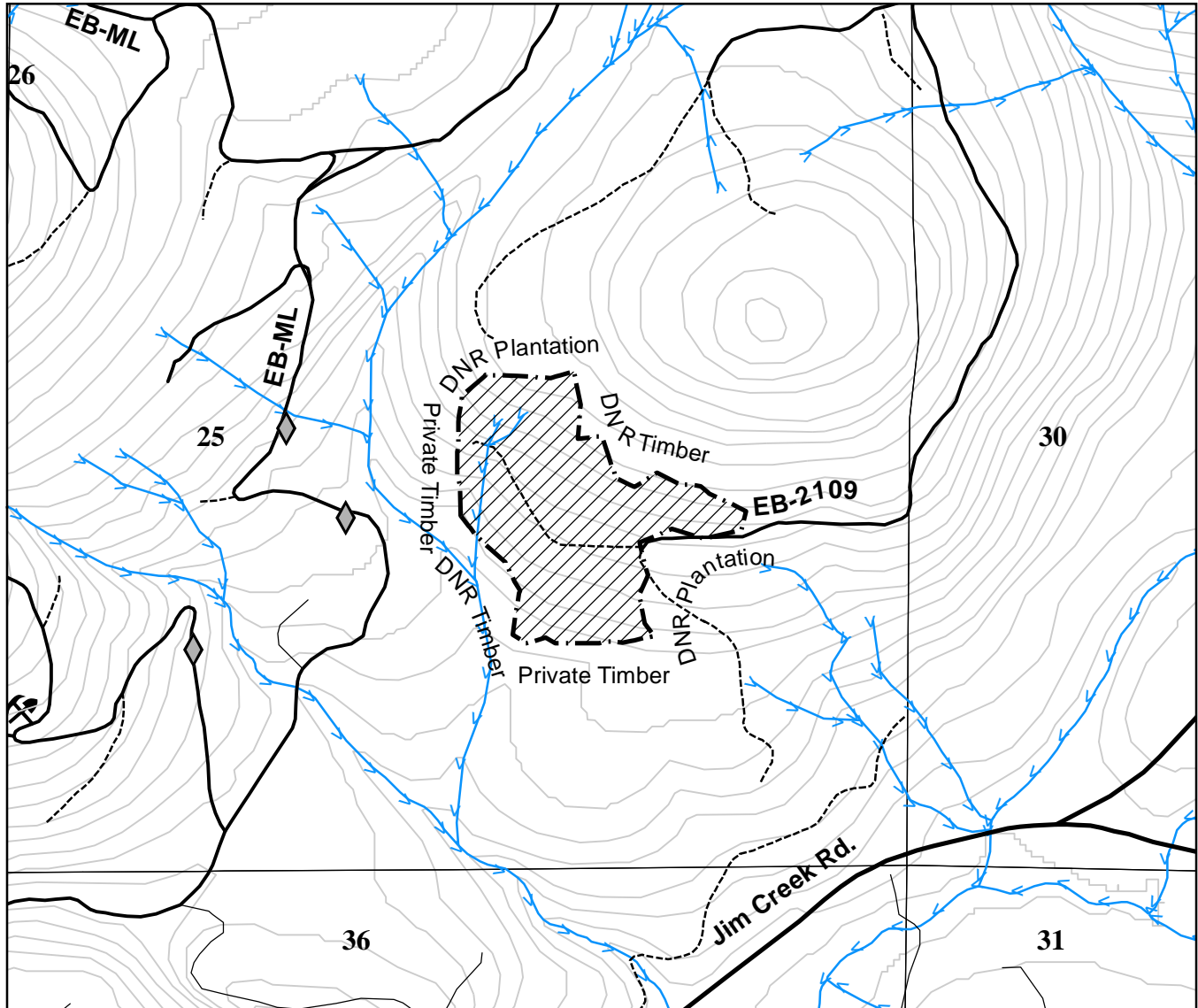
Invitation to Bid No. 1449

Unit No. NW- 5

UNIT NAME: OSCILLATE U2
FMU ID: 71882
TRUST: 01
ACRES: 32

REGION: NORTHWEST
DISTRICT: CASCADE
LOCAL: STARBIRD
COUNTY: SNOHOMISH

T32N R06E S25



Directions: From Arlington, follow SR 530 East for 4.4 miles. Turn right on to Jim Creek Road. Travel 4.1 miles and turn left on to Ebey Mtn Road. Travel 1.4 miles to a private gate (code for private gate is 1031). Travel 0.4 miles to a second gate. Continue 0.2 miles and turn right on to the EB-21. Travel 0.8 miles and turn right on to the EB-2109. Travel 0.25 miles, bear left and continue on the EB-2109. Travel 0.9 miles to the unit on the right.

UNIT MAP

Ground Herbicide

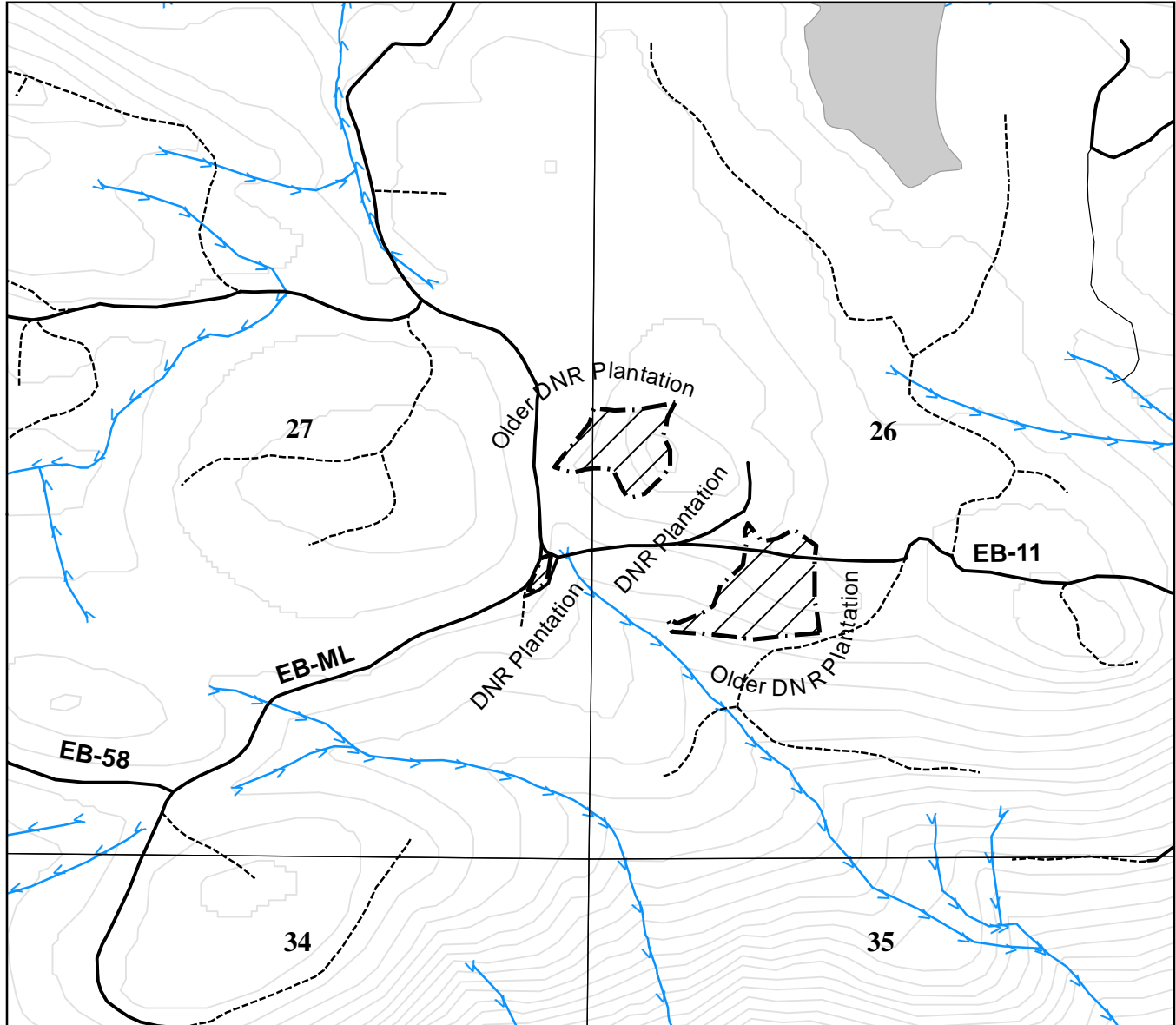
Invitation to Bid No. 1449

Unit No. NW- 6

UNIT NAME: ODE TO JOY
 FMU ID: 85098, 85099, 85604
 TRUST: 01
 ACRES: 13

REGION: NORTHWEST
 DISTRICT: CASCADE
 LOCAL: STARBIRD
 COUNTY: SNOHOMISH

T32N R06E S26, 27



Scale 1:12,000

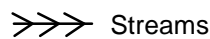


Treatment Area

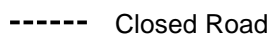


Gate

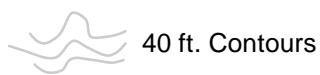
— Road



Streams



----- Closed Road



40 ft. Contours

Directions: From Arlington, follow SR 530 East 4.4 miles. Turn right onto Jim Creek Road and follow Jim Creek Road for 4.1 miles. Turn left onto Ebey Mountain Road and travel 1.3 miles to the EB-11 and turn left. Travel 0.5 miles and turn right to stay on the EB-11. Travel 1.1 miles to the unit.

UNIT MAP

Ground Herbicide

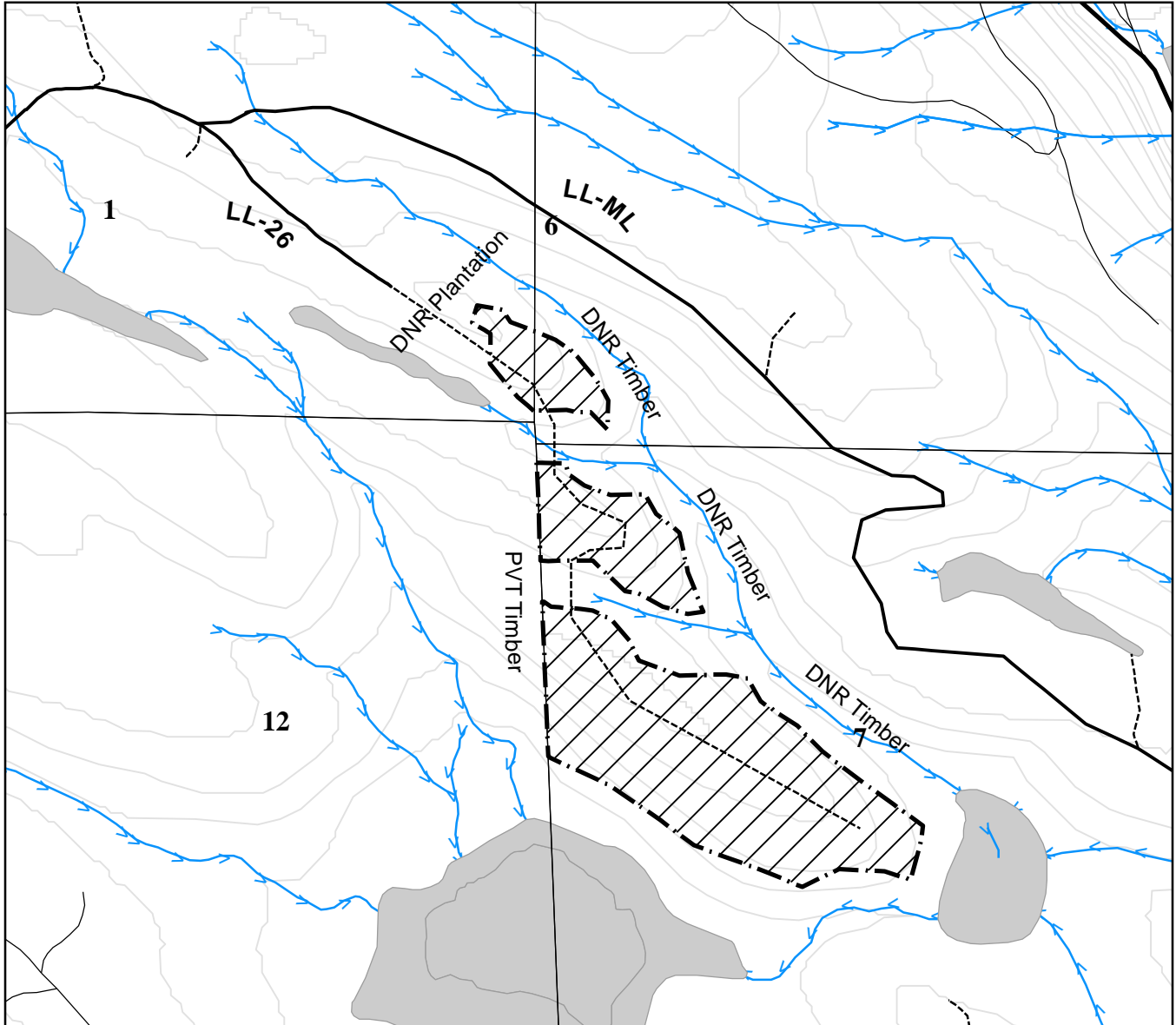
Invitation to Bid No. 1449

Unit No. NW- 7

UNIT NAME: CLEMENTINE U1
FMU ID: 35159
TRUST: 01
ACRES: 60

REGION: NORTHWEST
DISTRICT: CASCADE
LOCAL: BOULDER
COUNTY: SNOHOMISH

T28N R07E S1 T28N R08E S7

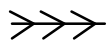


Treatment Area



Gate

Road



Streams



Closed Road

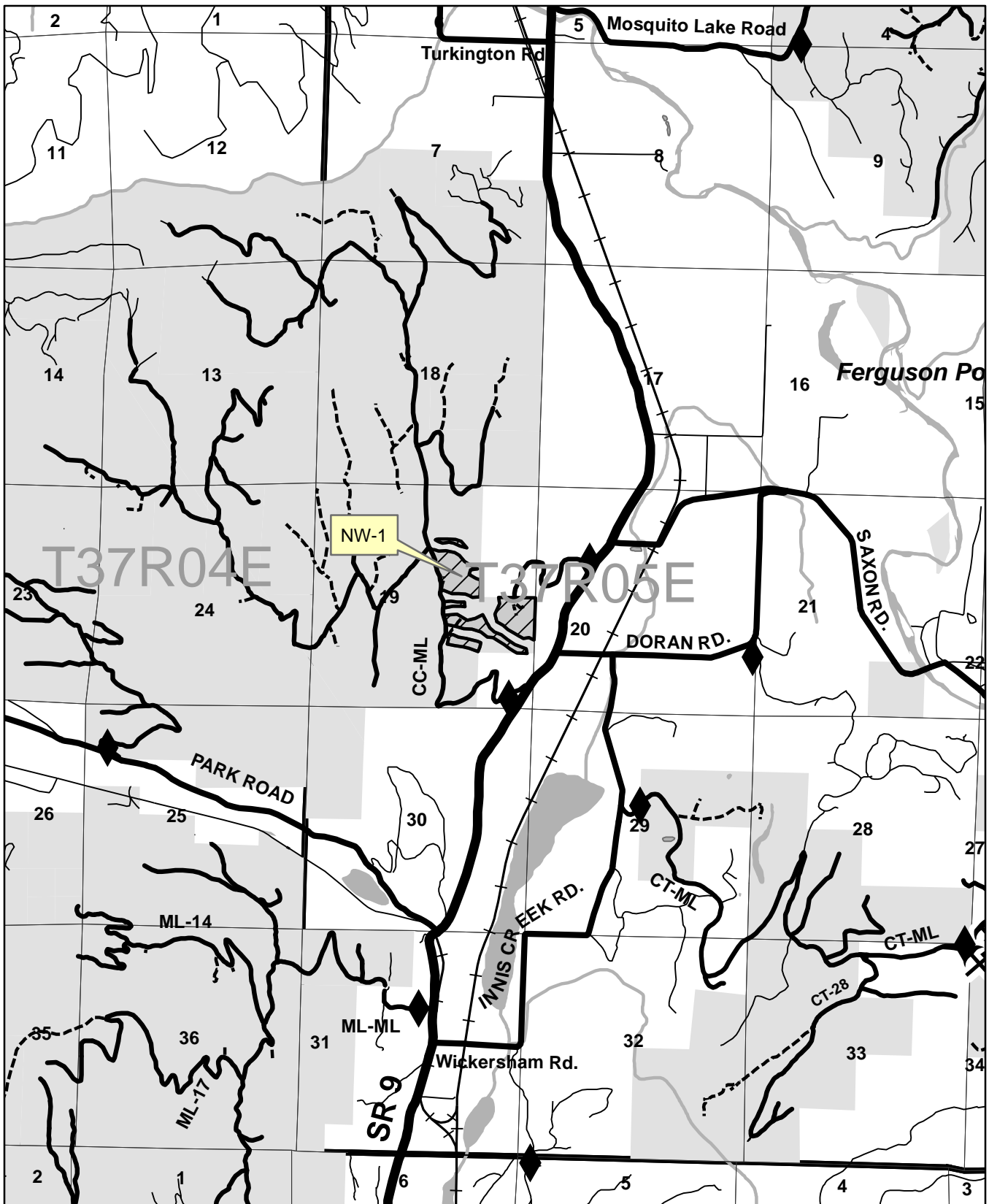


40 ft. Contours

Scale 1:12,000

Directions: Travel east on US Route 2 through Monroe. Turn left at the last stoplight onto Old Owen Rd and travel 5.4 miles to Woods Lake Rd. Turn left onto Woods Lake Rd and travel 4.3 miles to Horseshoe Bend mainline(HB-ML) on right. Continue on HB-ML 2 miles to LL-ML and turn left. Continue on the LL-ML 1.7 miles and turn left on the LL-26 0.3 miles until the road ends. There is a .13 mile walk to the unit.

SECTION III-C: VICINITY MAPS

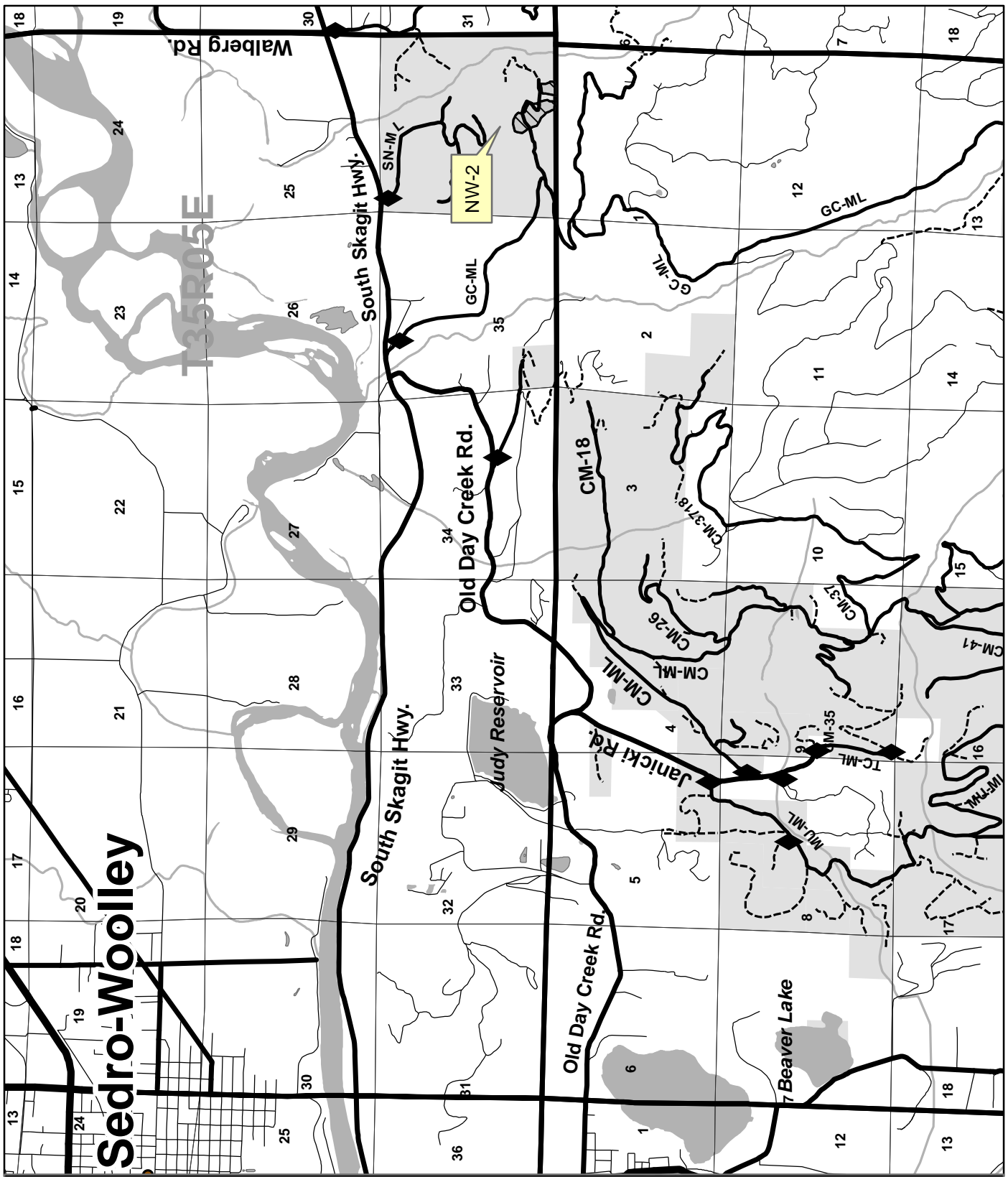


T37R04E T37R05E

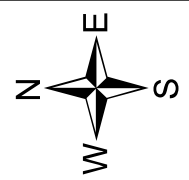
VICINITY MAP



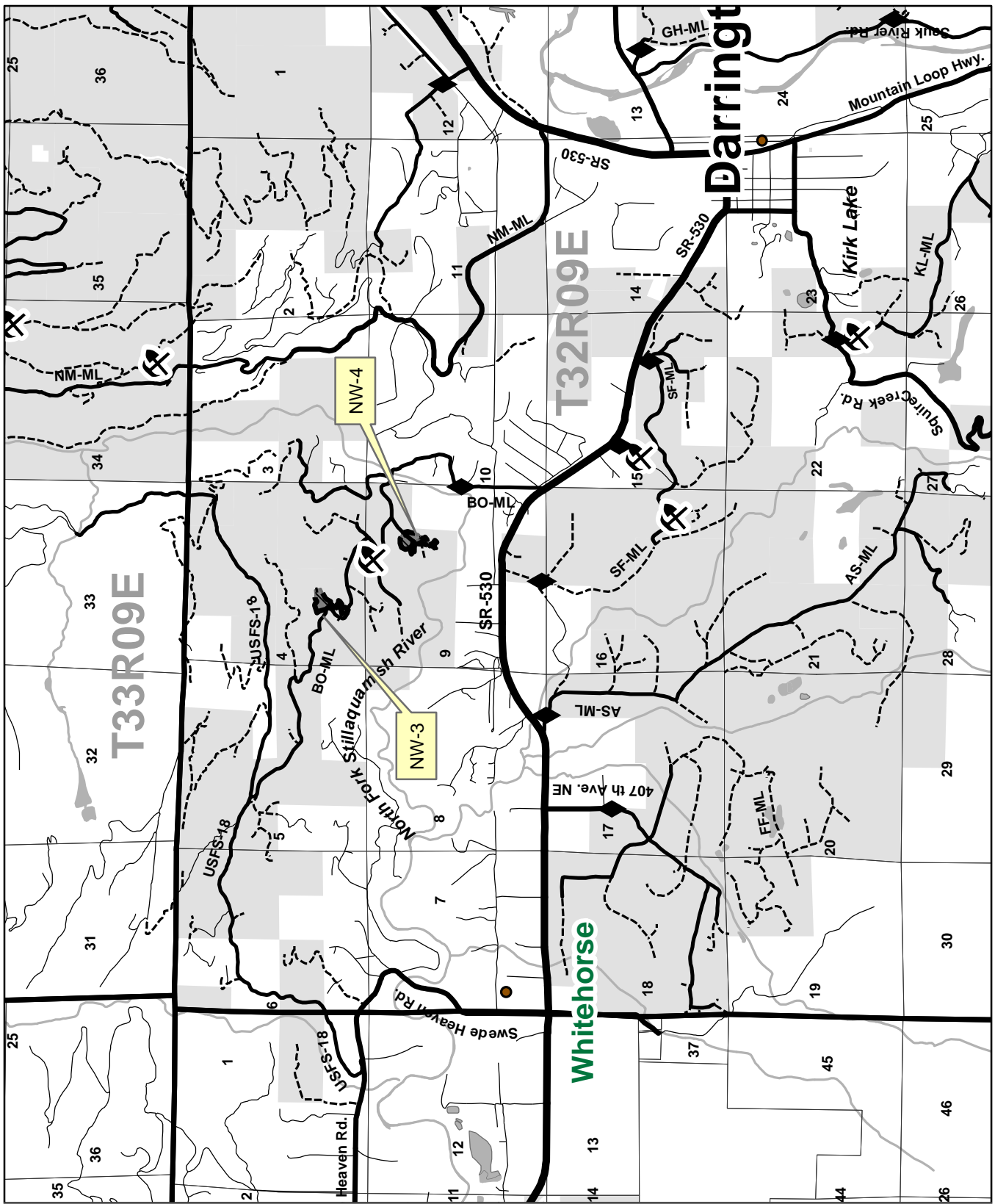
- Treatment Unit
- Active Road
- Gates
- DNR-Managed Lands
- Closed Road
- Rockpits



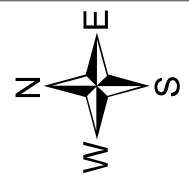
VICINITY MAP



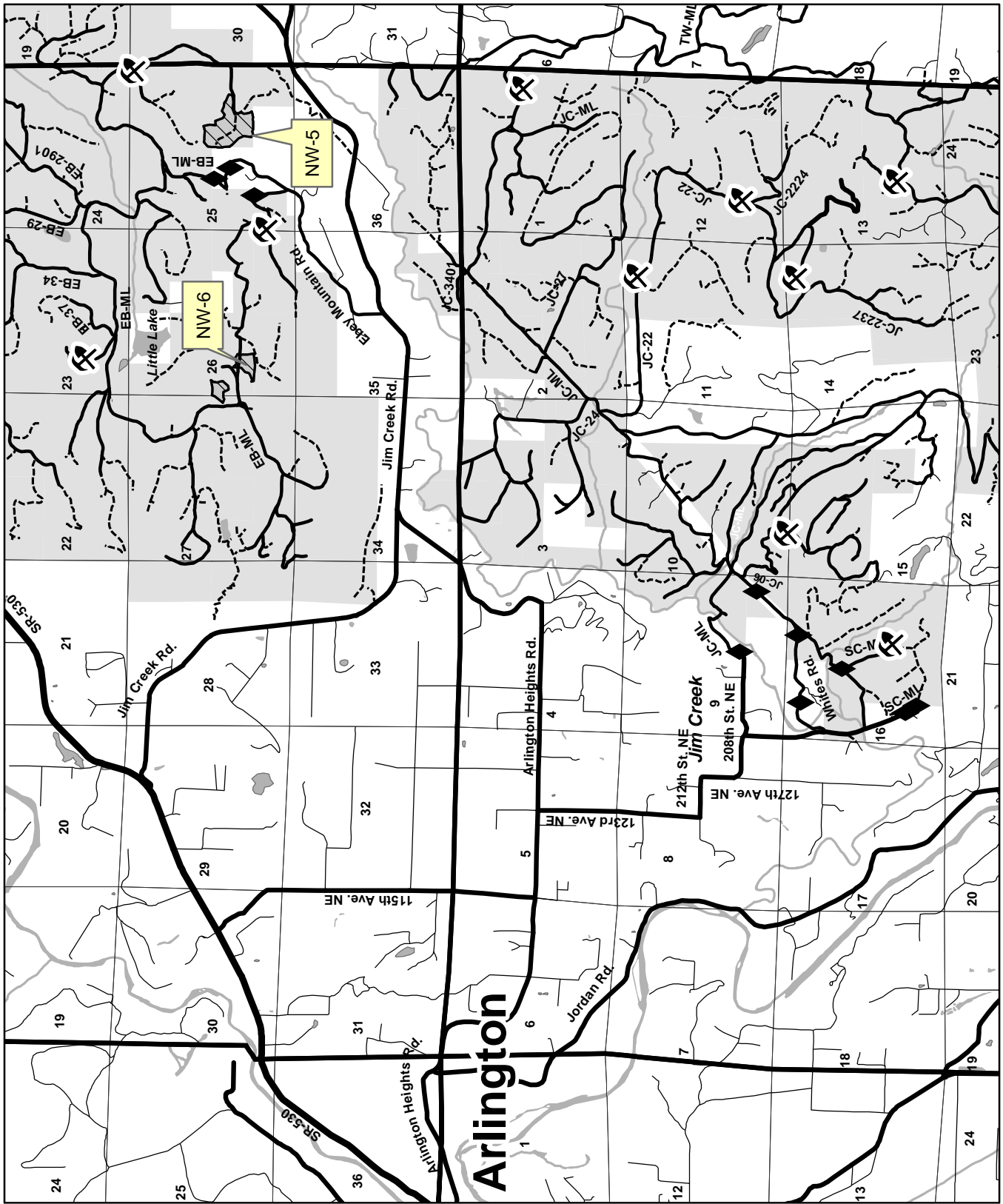
- | | | |
|---|---|--|
|  Treatment Unit |  Active Road |  Gates |
|  DNR-Managed Lands |  Closed Road |  Rockpits |



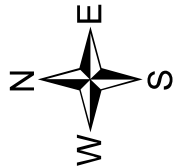
VICINITY MAP



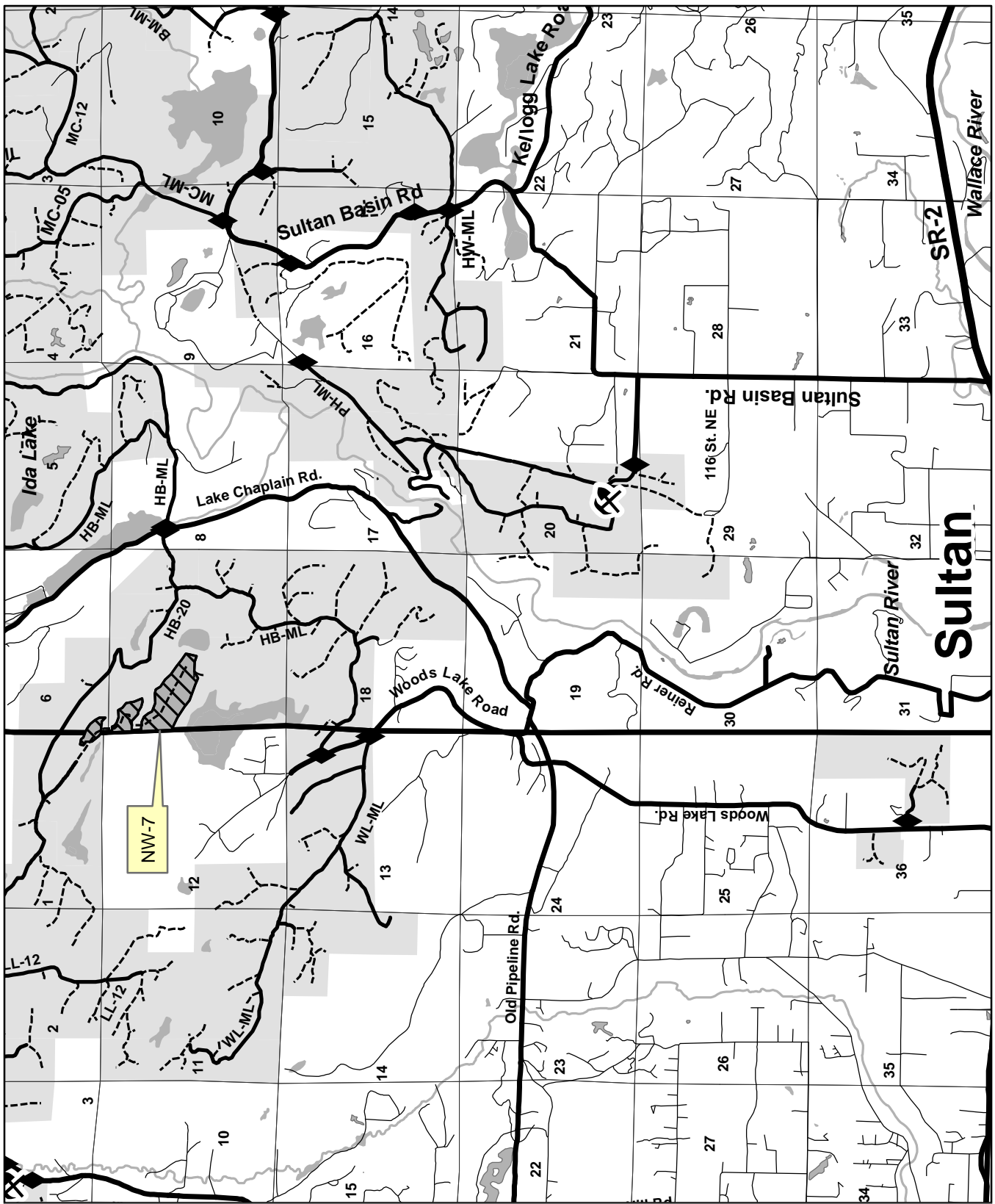
- Treatment Unit
- Active Road
- Gates
- DNR-Managed Lands
- Closed Road
- Rockpits



VICINITY MAP



- | | | |
|---|---|--|
|  Treatment Unit |  Active Road |  Gates |
|  DNR-Managed Lands |  Closed Road |  Rockpits |



VICINITY MAP



- Treatment Unit
- DNR-Managed Lands
- Active Road
- Closed Road
- Gates
- Rockpits

SECTION IV: BID FORM

CONTRACT NUMBER 1449

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

At the following rates, the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of the Invitation to Bid on Contract Number 1449.

Unit No.	Unit Acres	Unit Bid Price (Per Acre)	Unit Total
NW-1	48		
NW-2	16		
NW-3	6		
NW-4	6		
NW-5	32		
NW-6	13		
NW-7	60		
Contract Acres:	181		Contract Price:

Bidder's Name and Address:

Signature: _____
 Title: _____
 Company: _____

NOTE: Detach and return this form per Section I, Instructions to Bidders and Contract Award, on page 5 of contract.

SECTION V

OFFER and CONTRACT AWARD

SOLICITATION TO 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 1449**. 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.)

NOTE: Detach and return this form per Section I, Instructions to Bidders and Contract Award, on page 5 of contract.