



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

**INVITATION TO BID:
AERIAL HERBICIDE CONTRACT #1523**

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

Draft contract is attached to this invitation.

Contract #	# Acres	# Units	Location	Comments
1523	206	8	NW Region	

BID PROCEDURES

Bid Delivery

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

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

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

Bids will be accepted until 1300 on July 17th, 2014.

Questions pertaining to this Invitation to Bid can be answered by contacting Peter Hurd at 360-854-2881. Oral explanations, interpretation, or instructions given before the award will not be binding.

Bid Contents

The bid shall include all seven of the following items:

Offer and Award - Signed
Bidder Information - Initialed
Specifications - Initialed
Unit Descriptions - Initialed
Required Herbicides and Misc. Notes - Initialed
Price Sheet - Initialed
References - Initialed

All documents must be legible and properly completed.

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

Addressed to: Jean Fike, Region Manager
Northwest Region

In Care Of: Peter Hurd
Northwest Region Intensive Management Forester
Washington State Department of Natural Resources
919 North Township Street
Sedro Woolley, WA 988284

Upper left corner: Bidder's Name
Bidder's Address

Lower left corner: AERIAL HERBICIDE – “Sealed Bid”
Invitation to Bid on Contract Number: 1523

Bid Form Requirements

Bids must be submitted on the Bid Form (Section IV) 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 Unit Bid Price and a Unit Total must be entered for all of the Units in the contract. All Unit Totals for the contract must be summed and entered as the Contract Price. In the event of a difference between the sum of all Unit Totals and the Contract Price, the individual Unit Totals shall prevail.
- 3) All Bid Forms (Section IV) must be signed in ink. If the bid is made by a corporation, it shall be signed by the corporation's authorized designee. Incomplete or unsigned bids may be rejected.

Offer to Contract

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

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

Bid Deposit

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

The bid deposit must be in the form of certified check made payable to the Washington State Department of Natural Resources and include a reference to the contract number. The bid deposit must be delivered to the DNR's Region Office with the delivery of the bid.

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

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

Bidder Insurance

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

Bid Opening

At the time and date specified in the bid delivery clause above, all bids will be opened and read aloud. Individuals who wish to request special accommodations for the bid opening (e.g., sign language, interpreters, Braille, etc.) should contact the DNR Northwest Region office ten (10) working days prior to the scheduled bid opening.

Withdrawal of Bid

A bidder's authorized representative may withdraw a bid in person before the opening of any one of the bids. Bidder's 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 (RCW 39.26.160): (a) the bidder's ability, capacity, and skill to perform the contract; (b) the bidder's character, integrity, reputation, judgment, experience, and efficiency; (c) whether the bidder can perform the contract within the time specified; (d) the quality of the bidder's previous contract performance with the DNR or other landowners; and (e) the bidder's previous and current compliance with laws relating to the contract or services. The DNR's determination that a bidder is not qualified may result in rejection of the bid submitted.

Any bidder who has had unsatisfactory performance resulting in the termination of a DNR silviculture contract, will not be considered a responsible bidder unless the bidder provides government or forest industry

references demonstrating acceptable performance on at least one contract with a minimum of 800 acres of HAND CUTTING since the time of the termination. DNR reserves the right to contact references and make its own judgment regarding their reliability. DNR will review situations on a case-by-case basis, and encourages interested bidders to contact DNR with any questions before the specified bid opening.

Award Letter

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

Conditions on Award

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

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

Right to Amend Invitation to Bid

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

Registration with the Office of Financial Management

Payments on this Invitation to Bid can only be paid out to contractors who are registered with the Office of Financial Management (OFM) <http://des.wa.gov/services/IT/SystemSupport/Accounting/Pages/swps.aspx>

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 4, 2014 to August 29, 2014
- Work shall begin on the start date identified above unless an alternate plan is approved by the compliance Forester.
- Vicinity maps illustrating helispots, unit locations are available upon request.

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

HOSPITAL NAME	ADDRESS	CITY	ZIP	PHONE
St. Joseph Hospital	2901 Squalicum Parkway	Bellingham	98225	360-734-5400
United General Hospital	1971 Highway 20	Sedro Woolley	98284	360-856-6021
Skagit Valley Medical Center	1415 E Kincaid St.	Mt. Vernon	98273	360-424-4111
Cascade Valley Hospital	330 S Stillaguamish Ave.	Arlington	98223	360-435-2133
Valley General Hospital	14701 179th St. SE	Monroe	98272	360-794-7497
Providence General Hospital	14th and Colby Ave.	Everett	98201	425-261-2000



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

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

AERIAL HERBICIDE

Contract Number #1523

Contract Digest: AERIAL HERBICIDE

(Aerial Herbicide is the application of herbicides made by helicopter to forest management sites for purposes of site preparation.)

- Notice to All Bidders
- Definitions

SECTION I

- Instructions to Bidders and Contract Award

SECTION II

- A: General Provisions
- B: Specifications for the Activity

SECTION III

- A: Unit Descriptions
- B: Unit Maps

SECTION IV

- Bid Form
- Checklist
- Pilot References
- Pre-Flight Checklist
- Bid Form

SECTION V

- Offer and Contract Award
-

Bidder's Company Name: _____ Bidder's Initials _____

NOTICE TO BIDDERS

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

Sealed bids will be accepted at the Department's Northwest Region office until **1300 on Thursday, July 17th, 2014** at which time and place all bids will be opened and read aloud. Individuals who wish to request special accommodations for the bid opening (e.g., sign language, interpreters, Braille, etc.) should contact the Department ten (10) Working days prior to the scheduled bid opening.

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

Addressed to: Jean Fike, Region Manager
Washington State Department of Natural Resources
Northwest Region
919 N. Township St.
Sedro Woolley, WA 98284

Upper left corner: Bidder's Address

Lower left corner: Aerial Herbicide – "Sealed Bid"
Invitation to Bid/Contract Number: 1523

Questions pertaining to this Invitation to Bid can be answered by contacting Peter Hurd at 360-854-2881. Oral explanations, interpretation, or instructions given before the award will not be binding.

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

Payments on this Invitation to Bid can only be paid out to Contractors who are registered with The Office of Financial Management (OFM).

<http://des.wa.gov/services/IT/SystemSupport/Accounting/Pages/swps.aspx>

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**

Bidder's Company Name: _____ Bidder's Initials _____

NOTICE TO BIDDERS: SPECIAL CONCERNS

Please note Section 2-33.A.3 regarding the required type of nozzle allowed for this contract. Please note Section 2-33.A.8.a regarding the only approved herbicide substitutions. Drift control adjuvant (Crosshair or Compadre) is required for every load if Liberate is substituted with SylTac, as identified in Section 3 - Unit Description.

Please note timing restrictions in place as identified in Section 3 - Unit Description. In addition to timing restrictions, there are regulatory flight restrictions over occupied marbled murrelet sites.

As required for compliance with Washington's Forest Fire Protection Requirements for Precaution Level II and III days, a minimum of 300 gallons of water must be maintained in the batch truck and at least 100 feet of hose to respond to any fire start that occurs due to contractor activities. Batching and support vehicles must all be equipped with a fire extinguisher rated at 5 BC and have a shovel available as needed. Smoking is allowed only in vehicles with ashtrays. Weather shutdown specifications will be strictly enforced (Section 2-33.B.3).

The Department reserves the right to modify or cancel this contract in part or whole without cause (Section 1-13). The Department reserves the right to drop acres due to regulatory, environmental, operational or social concerns. The Contractor shall be paid only for that work performed prior to cancellation or modification of the contract and for work completed after modification of the contract. The Department will not pay for any unused herbicide.

DEFINITIONS

- A. 'Compliance Forester' means the Department staff who performs the compliance inspections, approves Work, recommends payment to the Contract Manager, manages the Work Schedule, conducts the pre-flight briefings and reconnaissance flights and is on-site to assist in the daily logistics of the operation .
- 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)' are those individuals designated by the Contractor on the Pre Work form during the Pre Work Conference (Clause 2-21, 2-22)
- 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. 'Present Stand Value' is the value on a given date of a payment or series of payments made at other (future) times.
- J. '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. Matters agreed upon in this meeting are signed off by both the department and the Contractor and become part of the Contract.
- K. '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.
- L. '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).
- M. '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.
- N. '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

Bidder's Company Name: _____ Bidder's Initials _____

SECTION I: INSTRUCTIONS TO BIDDERS AND CONTRACT AWARD

Bid Preparation

1-01 Unit Inspection

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

- A. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- B. The availability of labor, water, electric power, and road;
- C. Uncertainties of weather, river stages, tides, or similar physical conditions at the Unit;
- D. The confirmation and conditions of the ground;
- E. Seasonal conditions that may affect the timing and use of materials needed for the Work; and
- F. The character of equipment and facilities needed to complete the Work.

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

Bid Submission

1-02 Offer to Contract

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

1-03 Bid Contents

The bid shall include all seven of the following items:

Offer and Award - Signed
Bidder Information - Initialed
Specifications - Initialed
Unit Descriptions - Initialed
Required Herbicides and Misc. Notes - Initialed
Price Sheet - Initialed
References - Initialed

1-04 Withdrawal of Bid

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

1-05 Rejection of Bids

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

Bid and Performance and Damage Deposit

1-06 Bid Deposit

A bid deposit of ONE THOUSAND DOLLARS (\$1,000) is required. This deposit assures the Department that the bidder will accept award of any items on which the bidder is the lowest responsible bidder. In the event the bidder rejects award of **any item**, the bidder will forfeit the bid deposit. The bid deposit must be in the form of certified check made payable to the Washington State Department of Natural Resources and include a reference to the bid/contract number. The bid deposit must be delivered to the Department's Region Office with the delivery of the bid (Clauses 1-03). The bid deposit of a bidder awarded the contract will be released when the performance/damage deposit has been approved, or the bid deposit may be converted to apply to part or all of the required performance/damage deposits after contract award. Once all the bids are evaluated and the contract has been awarded, bid deposits will be returned to all unsuccessful bidders.

1-07 Performance and Damage Deposit

The bidder awarded the Contract (Contractor) agrees to furnish a performance and damage deposit of ten percent (10%) of the Contractor's total award or five thousand dollars (\$5,000) whichever is greater per the total bid established in the award letter. The deposit shall be in the form of certified check or cashiers' check made payable to "Washington State Department of Natural Resources", irrevocable letter of credit, or a savings account assignment. This deposit guarantees performance of this Contract and payment of damages caused by operations during the performance of this Contract or resulting from Contractor's noncompliance with any contract provisions or the law. In the event the Department needs to utilize the deposit, Contractor shall replace the portion(s) by the due date indicated on the written notification from DNR.

1-08 Process for Documenting Damages

Application outside the treatment unit shall be assessed using the area from the treatment files provided by the Contractor and/or vegetation damage indicators to establish an area of damage. Damages will be classified by category as crop damage and/or regulatory damages. Crop damage estimates will be determined using the applicable replanting labor, seedling and compliance costs plus any changes in present value of the stand. Total per acre crop losses are estimated to range from \$100 to \$2000 per acre based on severity of the damage. Regulatory damages are actions that are inconsistent with the Forest Practices Application or in violation of the Forest Practices Act or other rules or regulations. All Regulatory damages will be assessed as a separate enforcement action and may result in additional penalties.

Known application outside the treatment unit will be documented by the Compliance Forester no later than 30 days after the final application date performed on the contract, based on after-action review with the pilot and/or review of vegetation indicators. The pilot shall notify the

Bidder's Company Name: _____ Bidder's Initials _____

Compliance Forester immediately if they knowingly apply outside the treatment boundary. The findings will be discussed with the pilot that performed the application to verify the facts using a map of the treatment file relative to the treatment boundaries on the unit map and other observations made by the Compliance Forester and DNR staff. If application occurred outside the treatment boundary the following will be documented to establish a basis to withhold any damages:

- Date and time of the application outside the treatment boundary.
- Property owner of the application area outside the treatment boundary.
- Map of the area where treatment occurred outside the treatment boundary.
- Pilot name and WSDA applicators license #
- Name of the Compliance Forester name making the damage assessment
- Description and estimated dollar amount of the damages
- Assessment if the application outside the treatment boundary violated the approved Forest Practices Application. If yes, appropriate notification will be made.

Award of Contract

1-09 Lowest Responsible Bidder

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

1-10 Evaluation Conference

To aid in the evaluation process, after bid opening the DNR may require individual Bidders to appear at a date, time, and place determined by the DNR for the purpose of conducting discussions to determine whether Bidders have a full and complete understanding of the nature and scope of contractual requirements, including the resources necessary to successfully fulfill all contractual requirements within the allotted time frame stated in Section III A: Unit Descriptions. In no manner shall such action be construed as negotiations or an indication of the DNR's intention to award.

1-11 Award Letter

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

1-12 Conditions on Award

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

Bidder's Company Name: _____ Bidder's Initials _____

1-13 Contract Modification or Cancellation

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

SECTION II A: GENERAL PROVISIONS

Legal Responsibilities

2-01 Compliance with all Laws

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

In the event requirements of the State Environmental Policy Act as amended, or the Forest Practices Act as amended cannot be satisfied, the DNR reserves the right to cancel any and all of this contract and shall not be held liable for expenses or inconveniences suffered by the Contractor.

2-02 Licenses and Permits

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

2-03 Indemnification and Hold Harmless

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

2-04 Insurance

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

- A. **Commercial General Liability (CGL) insurance**, with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.
- B. **Employer's Liability ("Stop Gap") insurance**, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- C. **Business Auto Policy (BAP) insurance**, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto."

- C. **Aircraft Liability insurance**, with a limit of not less than \$500,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage including loss of damage arising out of the actual use of any pesticide, including chemical drift damage onto property other than the property to which the chemical is being applied. Maximum deductible must be \$5,000. All aircraft used on the contract must be listed under the coverage certificate.

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

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

Before using any rights granted herein, Contractor shall furnish the Department with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference the Contract number 1523.

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

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

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

2-05 Safety Compliance

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

- A. During the Contract performance, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work and prevent damage to property at the Unit and adjacent property. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property; shall protect from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- B. In an emergency affecting the safety or life of employees or adjoining property, Contractor is permitted to act to prevent threatened loss or injury. Within 24 hours of any emergency, Contractor shall notify the Compliance Forester. If directed by the Compliance Forester, Contractor shall prepare an incident report and submit it to the Department's Region manager within five (5) business days following an emergency. Compliance Forester

2-06 Venue

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

2-07 Dispute Resolution

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

- A. Any concerns or disputes which the Contractor has relating to this Contract shall first be brought to the attention of the Compliance Forester.
- B. If the Compliance Forester is unable to resolve the dispute to the Contractor's satisfaction, the Contractor will notify the Contract Manager in writing, with specificity, of his dispute. The Contract Manager will provide a written response within ten (10) business days.
- C. If the Contractor is not satisfied with the Contract Manager's response, he will notify the Region Manager in writing of his dispute. The Region Manager will review and set a meeting with the Contractor within fifteen (15) business days, unless the Contractor agrees to a longer period. After the meeting, the Region Manager will provide a written response.

2-08 Subcontracting

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

2-09 Nondiscrimination

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

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 the Contractor may be declared ineligible for further contracts with the Department. The Contractor shall be given a reasonable time to cure this noncompliance.

2-10 Breach of Contract

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

2-11 Fire Responsibility

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

[Revised Code of Washington Chapter 76.04](#)

2-12 Inspection

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

2-13 Spark Arresters

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

[NWCG approved spark arrestor lists.](#)

2-14 Open Fires

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

2-15 Merchantable Products

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

2-16 Garbage

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

2-17 Camping

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

2-18 Spillages

The Contractor will be responsible for all containment, neutralization, clean-up, disposal, associated costs, and other measures as may be required to respond to a fuel, chemical or pesticide spills.

A. Hazardous Materials and Waste - Regulatory Compliance

Contractor is responsible for understanding and complying with all applicable local, state, and federal hazardous material/waste laws and regulations for operations conducted under this contract. Such regulations pertain to, but may not be limited to, hazardous material storage, handling and transport, personnel protection, release notification and emergency response, cleanup and waste disposal. Contractor shall be responsible for restoring the site in the event of a spill.

B. Hazardous Materials Spill Prevention.

All operations shall be conducted in a manner that avoids the unplanned release of hazardous materials, including petroleum products, into the environment (water, air or land).

C. Hazardous Material Spill Containment, Control and Cleanup

If safe to do so, Contractor shall take immediate action to contain and control all hazardous material spills. If large quantities of bulk fuel/other hazardous

materials are stored on site, Contractor must be able to effectively control a container leak and contain & recover a hazmat spill equal to the largest single on-site storage container volume. (HAZWOPER reg. 29CFR 1910.120 (j) (1) (vii)).

D. Hazardous Material Release Reporting

Unplanned releases of oil or hazardous materials to the environment must be reported consistent with all applicable rules and regulations. It is the responsibility of the Contractor to have all emergency contact information readily available and a means of remote communication for purposes of quick notification. In the event of a spill, the Contractor is responsible for notifying the Compliance Forester as well as making other required notifications.

2-19 Materials and Workmanship

The Bidder shall be required to furnish all materials, equipment and/or services necessary to perform contractual requirements. Materials and workmanship in the construction of equipment for this contract shall conform to all codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials shall be manufactured in accordance with the best commercial practices and standards for this type of equipment.

2-20 Bidder Compliance

The DNR reserves the right to consider the actual level of Bidder's compliance with the requirements specified in this Request for Bid, and to consider a bid responsive if it substantially complies with the DNR's intent relative to overall bid requirements and specifications.

Section II B: Specifications for the Activity

2-21 Pre-Work Conference

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

2-22 Purpose of the Pre-Work Conference

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

- A. All required documentation as outlined in sections I and II of the contract have been received from the Contractor, such as insurance forms, prior to beginning Work on this Contract.
 - a. All required insurance forms as outlined in Sec. 2-04

Aircraft, batch truck and pilot registration with Department of Agriculture (Sec. 2-29)

Performance Deposit (Sec. 1-07)

- B. Name(s) and contact information for the Contractor and Designated Contract Representative(s), including all personnel authorized to sign unit completion forms and payment invoices.
- C. Names(s) and contact information for the Contract Manager and Compliance Forester(s).
- D. Name(s) and contact information of the Contractor pilot(s) and ground crew personnel.
- E. The Work plan of operations including the order and time frame in which Work will occur on individual units or groups of units within this Contract.
- F. Time interval(s) at which units will be processed for payment.
- G. Clarification of any unique requirements or conditions of the Work within this Contract prior to commencing Work.

2-23 Prerequisites for application to occur

- A. Pre-flight briefing on each unit documented and initialed by the pilot and Compliance Forester prior to beginning application on each unit including:
- B. Review of all unit boundaries, property lines, and water buffers per Forest Practices Application (FPA) on the unit map and shapefile in helicopter.
- C. Review of any NO FLY ZONEs around habitat buffers or other special areas.
- D. Specific Safety concerns for the unit e.g. active logging nearby, skyline cables, heliport conditions, etc.

- E. Operable handheld radio contact provided by the Contractor between pilot and lead Compliance Forester.
- F. Reconnaissance flight with Compliance Forester and pilot reviewing treatment area and flight patterns or, if safety concerns or other factors prevent recon with the Compliance Forester, virtual reconnaissance with pilot flying and Compliance Forester with direct visual and radio contact to pilot confirming treatment boundaries and markings while pilot flies the reconnaissance flight.
- G. Shapefile in helicopter of treatment boundaries and satellite coverage to insure accurate treatment file capture.

2-24 Requirements Following Treatment

Contractor **must** submit treatment files for all units by the end of the next business day following treatment:

- A. Treatment files must include all flight lines where herbicide application is taking place.
- B. Treatment files must be projected as a shapefile capable of projection in ARC GIS.
- C. Once treatment files are processed After-Action Review will occur between Compliance Forester and pilot to review the treatment files.
- D. All discrepancies between the treatment files and the contract requirements will be documented.

2-25 Work Delay

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

2-26 Non-conformances with Work Schedule

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

2-27 Delay Due to force Majeure

Due to the nature of the work involved in this contract, any delay incurred due to Force Majeure may not, at the option of the DNR, be compensated for by a contract extension. The DNR must retain the right to determine if the season or growth conditions permit or exclude any extension of the contract. This determination of the feasibility of a contract extension shall remain the sole

prerogative of the DNR and the Contractor must plan to accomplish all work under this contract within the time stated. The Contractor in planning and scheduling the work must include time lost due to weather conditions. Weather conditions during the contract period are variable and will exclude the application of herbicides for an unknown number of days.

2-28 Work Days

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

2-29 Pilot and Aircraft Requirements:

- A. All pilots shall be registered with the Washington State Department of Transportation, Division of Aeronautics.
- B. All aircraft shall be registered with the Department of Licensing.
- C. Before commencing work, the Contractor shall supply to the Contract Administrator a letter of certification of the aircraft(s) registration with the Department of Licensing and pilot(s) registration with the Division of Aeronautics.
- D. Pilot(s) and aircraft(s) shall be available for inspection and/or flight check by the Division of Aeronautics and/or the DNR prior to and at any time during the current agreement period.
- E. The Contractor shall furnish the necessary pilot(s) and mechanics to provide the services to be rendered herein without unjustified delay. The Contractor shall maintain necessary pilot(s), ground support crew(s) and equipment with each aircraft during the periods called for under this contract, and they shall be familiar with the terrain within the assigned treatment zone and generally familiar with the terrain and requirements for flight operations in the State of Washington. Pilot(s) shall be capable of cross-country navigation within the State.

2-30 Flight Duty Limitations

Aircraft pilots will be limited to the following tours of duty and flight hours:

- A. Flight time shall not exceed a total of seven (7) hours per day.
- B. Pilots accumulating thirty (30) or more hours of flying in any six (6) consecutive days will be off duty the following full calendar day.
- C. A duty day is any day a flight is made, or four (4) hours or more of other duty is performed. Pilots must have a minimum of ten (10) consecutive hours off duty within twenty-four (24) hours after the beginning of any duty day.
- D. The DNR may waive the "consecutive" requirement so that pilots flying such missions as aerial application may have two (2) shorter off duty periods, providing they aggregate to ten (10) hours or more.
- D. Duty includes flight time and ground duty of any kind.

- E. During any fourteen (14) consecutive days, pilots will be off duty for two (2) full calendar days; however, off-duty days need not be consecutive.
- F. Combined fixed wing/helicopter operations shall have the same limitations as for helicopter operations.
- G. Flight time is not entirely reliable as a gauge of accumulative pilot fatigue. Sound judgment is essential in administering aerial operations to provide maximum safety.
- H. Pilots shall have experience as pilot in command during flight at low altitude over rough and mountainous terrain. They shall have the following minimum qualifications for type of aircraft used in this contract.

	<u>EXPERIENCE</u>	<u>HELICOPTER FLIGHT HOURS</u>
1.	Total flight time as pilot in command.	1,000
2.	Minimum flight time in type or weight class used in the contract.	100
3.	Minimum flight time during the preceding 12 months.	100
4.	Minimum flight time disseminating aerial spray in mountainous terrain.	200

2-31 Payment and Invoicing

- 1. All invoices shall separately itemize the price of the helicopter application and the price of the chemical, at prices specified on the Price Sheets for each Bid Item (See 5.6). If chemical is a tank mix of more than one chemical, the total price for the combined chemical shall be listed for each Bid Item.
- 2. All Washington State sales tax or "use tax" (if applicable) shall be included in the chemical price per acre in the bid sheet.
- 3. Unit Completion forms will be signed by the Contractor and the Compliance Forester upon completion of the units treated. Payment will be based on each Bid Item's unit prices multiplied by the number of acres actually treated per the unit completion form and pesticide application record.

2-32 Skips

A skip is defined as an unsatisfactorily treated acre. Unsatisfactory treatment includes failure to apply herbicides at the desired rate due to a variety of factors including but not limited to inadequate flight path, volume, mixtures, or other conditions. The value of a skip shall be

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calculated at the per acre bid price for that Bid Item multiplied by the number of unsatisfactorily treated acres. IF THE SKIP ACREAGE EXCEEDS 5% OF THE TREATMENT ACREAGE ON ANY SINGLE UNIT the value of a skip shall be calculated at TWICE (TWO TIMES) the per acre bid price for that Bid Item multiplied by the number of unsatisfactorily treated acres. Skips will result in reduced payment on a per unit basis as follows. Example: Unit 1, a 50 acre treatment unit was treated yet resulted in 3 acres of skips. Since skip acreage exceeds 5% of the treatment unit a payment reduction is assessed. In this case the bid price of unit 1 is \$50 per acre times two times the skipped acreage equaling \$300 ($\$50 * 2 * 3 = \300). The total unit value of \$2500 would be reduced by the \$300 penalty resulting in a net payment on unit 1 of \$2,200.

2-33 Equipment Supplies and Application Requirements

All contract work shall be consistent with herbicide labeling and the Forest Practices Application/Notification as approved. If determined by the Compliance forester that an individual requirement of this section is inconsistent with current herbicide labeling and/or Forest Practices Rules, the herbicide label and/or the Forest Practices Application/Notification shall prevail.

A. Equipment and Supplies

1. The Contractor shall furnish all flying, spraying and mix truck equipment. Helicopters shall be equipped with a spray system capable of applying herbicide at rates specified in Section III Unit Description. Spray apparatus shall be readily adjustable in the field and have a leak proof distribution system with positive shutoff.
2. Helicopters shall be of the Bell 206 class or smaller and capable of carrying at least eighty (80) gallons of mix at all elevations.
3. Nozzles shall be Accu-Flo™ .028, 64 tube radial nozzles.
4. To help reduce drift, nozzles shall be oriented down at either a 45-degree angle or horizontal to the air stream.
5. The helicopters shall be equipped with a Global Positioning System (GPS) device to track/mark each flight line during application of herbicides. The GPS device must have the capability to produce shapefiles of all flight lines during application for every application unit in the contract. Contractor must provide treatment files as shapefiles to the Contract Manager within 48 hours of the final application time in a format that can be projected in ARC MAP.
6. The Contractor shall furnish a mix truck of 2,000 gallons minimum capacity with each helicopter. The mix trucks shall:
 - a. Have positive, continuous agitation system(s).
 - b. Be equipped so the chemical can be transferred from barrel to mix truck in measured quantities using a metered pump. Bucket transferring of chemical will not be permitted.
 - c. Be equipped to effectively batch single-flight loads of chemical: This requires a

mixing tank of 500 gallons or less, with positive, continuous agitation capability.

7. If requested, a description of the helicopters and mix-trucks to be used for contract work shall be furnished to the Contract Administrator prior to contract award.
8. The Contractor shall furnish all herbicide, carrier and additives required for treatment as specified in the Unit Descriptions.
 - a. Generic herbicides containing identical active ingredient percentages to those specified in the Unit Descriptions may be substituted for brand-name herbicides as follows:

Brand Name
Accord Concentrate
EPA # 62719-324

Approved Substitute
Foresters EPA # 228-381
Rodeo EPA # 62719-324

Chopper GEN2
EPA # 241-430

Polaris SP EPA # 228-536
Rotary 2SL EPA # 81927-6

Oust Extra
EPA # 352-622

SFM Extra EPA # 81927-5
Spyder Extra EPA # 228-690
Sulfomet Extra EPA # 352-622-85588

Liberate
WA # 34704-04008

Syl-Tac WA # AW 2935-00004

4 oz./acre Crosshair (WA # 2935-11001) or 2 oz./acre Compadre (WA # 34704-06004) drift control agents will be used if Liberate is substituted with Syl-Tac and shall be supplied by the Contractor. See Section III Unit Descriptions.

9. All costs of materials, operation and maintenance not specifically furnished by the DNR, under part G1 below, shall be borne by the Contractor.
10. Contractor shall ensure that enough quick response spill kits capable of absorbing 4 to 6 gallons of contaminants or contaminated water are available on site to quickly address potential spills from any piece of equipment at all times throughout active operations.

B. Application

1. Prior to treatment the Contractor will determine flight patterns for disseminating the spray mix such that the maximum treatable area of the unit is treated with the prescribed application rate. The flight patterns must be acceptable to the Compliance Forester. Flight patterns shall be parallel to the treatment boundaries on a minimum of the first pass to minimize drift resulting from flight lines perpendicular to boundaries on subsequent passes. Pilots shall perform additional parallel passes to insure that drift or late nozzle shut-off does not result in application beyond treatment boundaries. After the last load on a unit, the Compliance Forester shall review the completed treatment flight lines and other information with the pilot to discuss any large skips and insure no

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application occurred outside treatment boundaries. If large skips are evident that the pilot can effectively treat, additional herbicide shall be batched and applied to the skip areas prior to treating the subsequent units.

2. Application of spray shall not be made into streams, lakes or ponds, or buffer strips, as identified on the unit map and marked on the ground. A drift control additive is required to establish the unsprayed buffer per Washington State Forest Practice Rules.
3. Weather Guidelines for applications are as follows:
 - a. Temperature:

Esters - 70' F maximum Others - 85' F maximum.
 - b. Humidity:

Esters - 50% minimum Others - 40% minimum.
 - c. Moisture:

Plants can have dew on leaf surfaces. Wait one hour after rainfall terminates to allow some drying of leaf surfaces.
 - d. Wind:

5 mph maximum or as specified by the herbicide label.
4. The DNR reserves the right to determine if weather conditions are suitable for spraying operations at any point during application. The Compliance Forester will make the on-site determination and immediately notify the Contractor and/or pilot of unsuitable conditions; the Contractor shall cease spraying at that point in time.
5. Spraying will be performed at a height of approximately twenty-five (25) feet above tree tops and at a constant speed of not less than thirty-five (35) miles per hour, nor more than fifty-five (55) miles per hour.
6. The application rate of spray mix shall be ten (10) gallons of total solution evenly distributed per acre. The total solution applied per acre shall include herbicide and carrier as specified in the Unit Descriptions.
7. On site, single-flight load batching shall be the method of preparing herbicide mixes for all units. This method of batching may be modified by the Contract Administrator if mutually agreed to at a pre-work conference. The Contractor must have the ability to effectively batch single-flight loads of chemical.

2-34 Work Responsibilities and Scheduling

A. The DNR shall furnish or supply:

Bidder's Company Name: _____ Bidder's Initials _____

1. Maps, aerial photos and other data necessary for orientation of each pilot.
 2. A Compliance Forester to acquaint each pilot with each unit to be sprayed delineating boundaries of units and buffer strips adjacent to streams and open water to be left unsprayed.
 3. Licensed personnel to supervise the measuring of correct chemical concentration.
 4. Suitable heliports and access roads. Heliports and roads shall be inspected by the Department of Natural Resources between one (1) month and one (1) week prior to Contractor's arrival. All heliport and road maintenance shall be completed by this time.
- B. Bidders are expected to examine this entire Invitation to Bid and to consider the scattered and intermittent conditions of the work.
- C. Bidder must submit a separate per acre bid for each Bid Item, as designated in the Unit Descriptions and on the Price Sheet, is required.
- D. To be acceptable the work schedule must occur within a Bid Item's treatment window. The anticipated treatment window(s) are listed separately for each Bid Item in the Unit Description. The DNR will determine the actual treatment window by assessing the current physiological condition of the plant species to be treated and considering the effect of time and the projected weather trend on it. The department will reset or confirm a treatment window at least one week in advance of the anticipated treatment window's start date.

Section IIIA: Unit Descriptions

ANTICIPATED TREATMENT WINDOW: August 4, 2014 through August 29, 2014

HERBICIDES (See Clause 2-33.A.8.a) Accord Concentrate Chopper GEN2 Oust Extra	HERBICIDE AMOUNT PER ACRE (ounces)	TOTAL AMOUNT OF HERBICIDE (ounces)	ADJUVANT (See Clause 2-33.A.8.a)	ADJUVANT AMOUNT PER ACRE (ounces)	TOTAL AMOUNT OF ADJUVANT (ounces)	TOTAL ACRES
	48	9888				206
	12	2472				206
	4	824	Liberate Crosshair* Compadre*	6.4 4 2	1318.4 824 412	206 206 206 206

UNIT NAME	NET ACRES	TRUST	COUNTY	LEGAL	ELEVATION RANGE (feet)	HELISPOT (DIST. & ELEV.)	HELISPOT COORDINATES Degrees, Decimal Minutes	UNIT COORDINATES Degrees, Decimal Minutes	CHEMICAL MIX (per 10 gallons)	Comments
GUNWALE CH	41	03 - 40 01 - 1	WHATCOM SKAGIT	T36N R05E S1 T37N R05E S36	502-1146	1.6 mi. @ 1270 ft.	N48° 40.342' W122° 06.337'	N48° 38.826' W122° 06.658'	48 oz. Accord Conc. 12 oz. Chopper GEN2 4 oz. Oust Extra 6.4 oz. Liberate	
HORSE POWER U1	41	03 - 41	SKAGIT	T35N R07E S3 T35N R07E S10	403-623	In Unit @ 520 ft.	N48° 32.522' W121° 53.653'	N48° 32.560' W121° 53.644'	48 oz. Accord Conc. 12 oz. Chopper GEN2 4 oz. Oust Extra 6.4 oz. Liberate	
HORSE POWER U2	20	02 - 20	SKAGIT	T35N R07E S5	511-567	0.4 mi. @ 550 ft.	N48° 33.028' W121° 55.478'	N48° 32.816' W121° 55.962'	48 oz. Accord Conc. 12 oz. Chopper GEN2 4 oz. Oust Extra 6.4 oz. Liberate	
LOST CAP U1	15	01 - 14 03 - 1	SNOHOMISH	T30N R07E S28 S33	645-907	0.7 mi. @ 1095 ft.	N48° 03.051' W121° 53.788'	N48° 02.966' W121° 54.806'	48 oz. Accord Conc. 12 oz. Chopper GEN2 4 oz. Oust Extra 6.4 oz. Liberate	
LOST CAP U2	21	01 - 17 06 - 4	SNOHOMISH	T30N R07E S33	659-1077	0.7 mi. @ 1095 ft.	N48° 03.051' W121° 53.788'	N48° 02.760' W121° 54.659'	48 oz. Accord Conc. 12 oz. Chopper GEN2 4 oz. Oust Extra 6.4 oz. Liberate	**WILDLIFE TIMING RESTRICTIONS
NATURAL HAT TRICK U4	28	03 - 28	WHATCOM	T40N R04E S25	1368-1871	0.4 mi. @ 1040 ft.	N48° 55.177' W122° 15.245'	N48° 55.496' W122° 14.424'	48 oz. Accord Conc. 12 oz. Chopper GEN2 4 oz. Oust Extra 6.4 oz. Liberate	
SHUDDER U2	23	01 - 23	SNOHOMISH	T32N R06E S14 T32N R06E S23	1391-1499	0.8 mi. @ 1660 ft.	N48° 14.539' W122° 00.308'	N48° 15.109' W121° 59.697'	48 oz. Accord Conc. 12 oz. Chopper GEN2 4 oz. Oust Extra 6.4 oz. Liberate	
SHUDDER U3	17	01 - 17	SNOHOMISH	T32N R06E S22 T32N R06E S27	1515-1671	0.7 mi. @ 1660 ft.	N48° 14.539' W122° 00.308'	N48° 14.227' W122° 01.060'	48 oz. Accord Conc. 12 oz. Chopper GEN2 4 oz. Oust Extra 6.4 oz. Liberate	
Total Acres	206	* If using Syl-Tac instead of Liberate, must use Crosshair or Compadre at the rates indicated above. **Wildlife Timing Restrictions: April 1 to August 31st from 1 hour before official sunrise to 2 hours after official sunrise and from 1 hour before official sunset to 1 hour after official sunset no heavy equipment will be allowed to operate within ¼ mile of the occupied site.								

Bidder's Company Name: _____ Bidder's Initials _____

SECTION III A-2 REQUIRED HERBICIDES

Except as stipulated in Clause 2-33.A.8, Herbicides Shall Be:

1. Glyphosate, N - (phosphonomethyl)glycine, in the form of its isopropylamine salt; 53.8% active ingredient (5.4 pounds per gallon)
Trade name: **Accord Concentrate**
2. 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: **Oust EXTRA**
3. Isopropylamine salt of Imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid); 26.7% active ingredient
Trade Name: **Chopper GEN2**

Except as stipulated in Clause 2-33.A.8, Adjuvants Shall Be:

1. Lecithin, methyl esters of fatty acids, and alcohol methoxylate; 100% active ingredient
Trade Name: **Liberate**
2. Ethylated seed oil; 3-(3-hydroxypropyl)-heptamethyltrisiloxane, ethoxylated acetate; polyoxyethylene dioleate; 100% active ingredient
Trade name: **Syl Tac**
3. Modified vegetable oil, amine salts of organic acids, and organic acid; 100% active ingredient
Trade name: **Crosshair**
4. Lecithin, alcohol ethoxylate, methyl esters of fatty acid; 100% active ingredient
Trade name: **Compadre**

Herbicide Carrier Shall Be:

1. Water

Bidder's Company Name: _____ Bidder's Initials _____

Section III B: Unit Maps

Copies of overview vicinity maps are available from Northwest Region

Section IV Forms

- Forms Checklist
- Bidder Information
- Pre-Flight Checklist
- Bid Form
- Pilot References

FORMS CHECK-LIST

This checklist is provided for Bidder's convenience only and identifies the bid documents that are to be submitted with the bid package. Any bid packages received without these documents may be rejected:

Bid Submittal entitled: Offer and Award - <u>Signed</u> (Section VI)	_____
Bid Submittal entitled: Bidder Information - <u>Initialed</u> (Section IV)	_____
Bid Submittal entitled: Specifications - <u>Initialed</u> (Section II)	_____
Bid Submittal entitled: Unit Descriptions - <u>Initialed</u> (Section III)	_____
Bid Submittal entitled: Required Herbicides and Misc. Notes - <u>Initialed</u> (Section III)	_____
Bid Submittal entitled: Bid Form - <u>Initialed</u> (Section IV)	_____
Bid Submittal entitled: Pilot References - <u>Initialed</u> (Section IV)	_____

Bid submittals to be returned after award:

The following document need not be returned with bid submission; however, Contractor will be required to submit such documents at a later date as required by the Contract Administrator.

1. Certificates of Insurance.
2. Letter of certification of the aircraft(s) registration with the Department of Licensing and pilot(s) registration with the Division of Aeronautics.
3. Washington Department of Agriculture Commercial Applicator License number.
4. Any other documents required herein.

Bidder's Company Name: _____ Bidder's Initials _____

BIDDER INFORMATION

Bidder shall complete the following:

1. Authorized Representative(s):

Primary Contact:

Name:

Address:

Telephone:

Fax:

Email:

Secondary Contact:

Name:

Address:

Telephone:

Fax:

Email:

2. Bidder Address(s):

Billing will be from:

Name:

Address:

Telephone:

Fax:

Email:

Payment to be sent to:

Name:

Address:

Telephone:

Fax:

Email:

Bidder's Company Name: _____ Bidder's Initials _____

Pre-flight Checklist

Compliance Forester and Pilot must fill-out and sign before beginning application on each unit.

Done?	Task	Reminders
	Safety Check	Review safety risks to helicopter, personnell and public specific to the unit prior to reconn flight and application
	Batch Check	Verify weather, herbicide formulation, treatment acreage and herbicide quantities prior to beginning batching.
	Unit Map Review	Review all buffers: private property lines, stream, wetland buffers, how they are marked on the ground, insure pilot has copy of unit map with accurate
	Reconn Flight	Required by contract unless Compliance Forester authorizes virtual reconn. Check all buffers for marking, other treatment boudaries.
	Virtual Reconn Flight	Compliance Forester to document reasons that justify virtual reconn flight
	Radio Check	Verify pre-flight radio contact between pilot and lead Compliance Forester
	GPS Check	Verify satellite coverage, operability of the GPS software, hardware with pilot so the treatment file flightlines are usable.
	Shapefile Check	Verify the treatment boundaries are present in the GPS screen in the helicopter and accurately represent treatment boundaries during reconn,
	No Fly Zone Review	Review any no fly zones including habitat timing restrictions or avoidance of flight over sensitive private property such as agricultural fields, buildings, etc.
	Flight Line	Operation e.g. fly buffers first during light winds, any areas where

Unit Name(s): _____

Pilot Signature: _____

Compliance Forester Signature: _____

Date: _____

BID FORM

Item NO.	Description	Est. Qty in Acres	Chemical Rate Per Acre 1 & 5	Application Rate Per Acre 2 & 5	Total Rate Per Acre 3 & 5	Item Extended Total 4 & 5
1.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	206	\$ _____	\$ _____	\$ _____	\$ _____
¹ Per acre price for all chemicals INCLUDING sales tax. ² Per acre price of helicopter application only. ³ Chemical rate per acre INCLUDING tax plus the application rate per acre. ⁴ Total rate per acre multiplied by the estimated acres. ⁵ All prices shall be FOB destination, freight prepaid and included.						

Bidder's Company Name: _____ Bidder's Initials _____

PILOT REFERENCES

Bidder shall furnish a minimum of 3 references per pilot that will be working on the contract for which Bidder has delivered goods or services on a contract similar in scope to that described in this Request for Bid. Any feedback that the reference would not engage in future business may result in the bid being rejected. The state reserves the right to waive the reference check. If the pilot cannot produce three references for their current employer, additional references shall be provided to meet a minimum of three references per pilot.

1. Pilot Name: _____

WSDA Lic #: _____

Flight Hours of _____

Forestry _____

Herbicide _____

Application _____

Experience: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Fax: _____

Email: _____

Briefly describe the project performed _____

2. Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Fax: _____

Email: _____

Briefly describe the project performed: _____

3. Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Fax: _____

Email: _____

Section V: Offer and Award

Bidders are required to read and understand all information contained within this entire bid package. There are some standard documents, which are referred to in this bid package that are not automatically printed or sent out with this bid. For example, Competitive Procurement Standards (Standard Terms and Conditions, Instructions to Bidders, Definitions), Sales/Service and Subcontractor Report are binding terms of this contract. It is important that you read and understand these documents. These documents are available online at:

<http://www.des.wa.gov/Pages/default.aspx>

STANDARD DEFINITIONS (revised 7/13/12)

STANDARD INSTRUCTIONS FOR BIDDERS (revised 7/13/12)

STANDARD TERMS AND CONDITIONS (revised 7/13/12)

Bidder further offers to furnish materials, equipment or services in compliance with all terms, conditions, and specifications herein including all amendments. Submitting this document with an authorized signature constitutes complete understanding and compliance with the terms and conditions and certifies that all-necessary facilities or personnel are available and established at the time of bid submittal.

_____ (Company Name)	_____ (Typed or Printed Name)
_____ (Address)	_____ (Title)
_____ (City) (State) (Zip)	_____ (Phone No.)
_____ (Federal Tax Identification Number)	_____ FAX
_____ Email	_____ (Bidder's Signature) (Date)

AWARD- Authorized Signatures
(For State of Washington Use Only)

A contract is hereby awarded between the above company and the State of Washington, Department of Natural Resources, to be effective _____, 2014.

_____ Contract Administrator	_____ Date	_____ Region Manager	_____ Date
---------------------------------	---------------	-------------------------	---------------

Bidder's Company Name: _____ Bidder's Initials _____