



INVITATION FOR BID (IFB) #1859 Aerial Herbicide Site Preparation Contract Northwest Region

You are invited to bid on the following solicitation to contract with the Department of Natural Resources (DNR/AGENCY) for silvicultural land management services on state owned forestlands. Specific information on work requirements and locations can be found in the attached draft contract (Exhibit 1). You are advised to examine the treatment units prior to submitting a bid. 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/AGENCY) does not warrant the estimated quantity of each item described in this solicitation. Additional information can be found in the following Attachments to the Bid: Exhibit 1 – Draft Contract and Exhibit 2 – Bid Documents.

BID PROCEDURES

Bid Delivery

The bidder shall prepare one complete bid packet including the contents outlined in the Bid Contents Section of this IFB. The completed bid packet may be delivered using the following methods:

- Via mail to the address listed in the Bid Contents Section in its own envelope addressed to Bid Coordinator.
- Via an attachment to an email to the Bid Coordinator in the form of a scanned copy of original documentation submitted as a PDF or similar electronic document. The Bid Coordinator may request original documentation be submitted at any time. Zipped files cannot be accepted by DNR and cannot be used for submission of bids. DNR does not assume responsibility for problems relating to transmittal of emails.

Confirmation of receipt of bid packets for both delivery methods is the responsibility of bidder.

The **Bid Coordinator** for this solicitation is:

Peter Hurd, NW Region Intensive Management Forester

Phone: 360-333-0022

Email: peter.hurd@dnr.wa.gov

Bids will be accepted until 1:00PM, (PST), on July 15, 2020, at the address listed in the Bid Contents Section of this IFB.

Questions pertaining to this Invitation to Bid can be answered by contacting the Bid Coordinator. Oral explanations, interpretation, or instructions given before the award will not be binding.

Individuals who wish to request special accommodations for the bid submission process or bid opening (e.g., sign language, interpreters, Braille, etc.) should contact the Bid Coordinator.

Bid Contents

Each bid shall include all of the following items; including the signature of the individual within the organization authorized to bind the Bidder to the offer:

- 1) Exhibit 2: Bid Documents
 - a) Bidder Information (Exhibit 2-B)
 - b) Bidder Certifications and Assurances (Exhibit 2-C)
 - c) Contractor Certifications (Exhibit 2-D)
 - d) Pilot References* - (Exhibit 2-E)
 - (i) The bidder must submit up to 3 references per pilot that will be working on the contract.
 - e) Contractor's Declaration of Industrial Insurance - (Exhibit 2-F)
 - f) Solicitation to Offer and Contract Award - (Exhibit 2-G)
 - g) Bid Form - (Exhibit 2-H)
 - (i) Bids shall include all costs related to the completion of the Work.
 - (ii) An Item Bid Price and a Total must be entered on the Bid Form for all of the Items in the draft contract (see Exhibit 1). All Item Totals for the contract must be summed and entered as the Total Price. In the event of a difference between the sum of all Item Totals and the Contract Price, the individual Item Totals shall prevail.

All documents must be legible and properly completed.

For bids submitted using mail, each bid envelope should be prepared in the following manner:

Mailing address:

Jay Guthrie, Acting Northwest Region Manager
In Care of: Peter Hurd
Washington State Department of Natural Resources
919 North Township Street
Sedro Woolley, WA 98284

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

Lower left corner: Aerial Herbicide Site Preparation Contract
Invitation to Bid #1859

Bidders choosing to mail proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the Bid Coordinator. Bidders assume the risk for the method of delivery chosen. The DNR assumes no responsibility for delays caused by any delivery service. Any direct hand deliveries of Bid Documents should be sealed and prepared as described above, and delivered to the DNR Region Office during regular business hours (Monday through Friday 8:00am-4:30pm).

Offer to Contract

Your Invitation for Bid is a solicitation to offer to contract with the DNR. Your bid becomes part of a contract if it is officially awarded by DNR.

Bidder Insurance

Refer to contract requirements outlined in Exhibit 1 – Draft Contract for specific information regarding the types and levels of insurance required to enter into the proposed contract with DNR.

Bid Opening

Bids will be accepted until the time and date specified in the bid delivery clause above. Bids may be reviewed by DNR as they are received, but bid evaluations will not occur and bid results will not be announced until after close of the solicitation period. Individuals who wish to request special accommodations for receiving bid results (e.g., sign language, interpreters, Braille, etc.) should contact the Bid Coordinator at least five (5) working days prior to the scheduled end of the solicitation period stated in the Bid Delivery Section of this IFB.

Withdrawal of Bid

A bidder's authorized representative may withdraw a bid in person prior to the close of the solicitation period. Bidder's representative will be required to show photo identification and sign on the bid summary sheet before the bid will be released. Bids may not be withdrawn following the close of the solicitation period.

Cost to Propose

The DNR will not be liable for any costs incurred by the Bidder in preparation of a bid submitted in response to this IFB, in conduct of a presentation, or any other activities related to responding to this IFB.

No Obligation to Contract

This IFB does not obligate the state of Washington or the DNR to contract for services specified herein.

Rejection of Bids

The DNR reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this IFB.

Responsiveness

All bids will be reviewed by the Bid Coordinator to determine compliance with administrative requirements and instructions specified in this IFB. The Bidder is specifically notified that failure to comply with any part of the IFB may result in rejection of the proposal as non-responsive. The DNR also reserves the right at its sole discretion to waive minor administrative irregularities.

Most Favorable Terms

The DNR reserves the right to make an award without further discussion of the proposal(s) submitted. Therefore, the proposal should be submitted initially on the most favorable terms, which the Bidder can propose. There will be no best and final offer procedure. The DNR does reserve the right to contact a Bidder for clarification of its proposal.

The "Lowest Responsive and Responsible Bidder" should be prepared to accept this IFB for incorporation into a contract resulting from this IFB. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the DNR.

Lowest Responsive and Responsible Bidder

Award of this solicitation to the Lowest Responsive and Responsible Bidder shall be based on a qualitative assessment of the Bid Contents by the DNR. The Lowest Responsive and Responsible Bidder is not necessarily the bidder that submits the lowest bid price but is the bidder that receives the highest score during the bid evaluation process (see Bid Scoring section).

Criteria used in the bid evaluation process, per [RCW 39.26.160](#), include but is not limited to: (a) the bid price; (b) the bidder's ability, capacity, and skill to perform the contract; (c) the bidder's character, integrity, reputation, judgment, experience, and efficiency; (d) whether the bidder can perform the contract within the time specified; (e) the quality of the bidder's previous contract performance with the DNR or other landowners; (f) the bidder's previous and current compliance with laws relating to the contract or services; and (g) the bidder's receiving of a citation, in the past three years, for violation of Washington State wage payment laws (RCW 49.46, 49.48, or 49.52). 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 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 of work similar to that described in Exhibit 1 – Draft Contract attached to this IFB. 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 close of the bidding period.

Bid Scoring

The following weighting and points will be assigned to the bid for evaluation purposes:

Lowest Responsive and Responsible Bidder Criteria	Weight Assigned
Bid price (Exhibit 2-H - Bid Form)	8
Quality of previous work*	4
Productivity/crew size*	4
Other criteria described in RCW 39.26.160 *	4
Total Points	20

* scoring of these categories will utilize references provided by the bidder (Exhibit 2-E) and prior performance evaluations on DNR silviculture contracts, when available.

The bid that receives the highest score will be awarded the solicitation. DNR reserves the right to award the contract to the Bidder whose proposal is deemed to be in the best interest of the DNR and the state of Washington.

Bid Evaluation Process

Responsive bids will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by the DNR, which will determine the ranking of the proposals. The Bid Coordinator may contact the Bidder for clarification of any portion of the Bidder's proposal.

Complaint Procedure

Bidders are expected to raise any questions, exceptions, or requested additions they have concerning the IFB requirements early in the IFB process. Bidders may submit specific complaints to the Bid Coordinator if the bidder believes the IFB unduly constrains competition or contains inadequate or improper criteria. The complaint must be made in writing to the Bid Coordinator before the bid due date. The solicitation process may continue.

These complaints will not be handled through the protest procedures outlined below. However, the Bid Coordinator will forward a copy of the complaint to the Silviculture Operations Specialist for further review. Should a bidder complaint identify a change that would be in the best interest of the DNR to make, DNR may modify this IFB accordingly. The DNR decision is final; no further administrative appeal is available.

Debriefing of Unsuccessful Bidders

Any bidder who has submitted a bid and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the Bid Coordinator within three (3) business days after the Unsuccessful Bidder Notification is initially sent to the bidder (whether via e-mail, fax, or other method). The Bid Coordinator must receive debriefing requests no later than 4:00 PM, local time, on the third business day following the transmittal of the Unsuccessful Bidder Notification. The debriefing must be held within three (3) business days of the request and may be conducted in person or on the telephone.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the firm's proposal;
- Critique of the proposal based on the evaluation;
- Review of proposer's final score in comparison with other final scores without identifying the other firms.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

Protest Procedure

Protests may be made only by bidders who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the bidder is allowed five (5) business days to file a protest of the acquisition with the Bid Coordinator. The Bid Coordinator must receive protests no later than 4:00 PM, local time, on the fifth business day following the debriefing. All protests must be in writing via email, addressed to the Bid Coordinator, by the protesting party or an authorized Agent. The protest must state the invitation for bid (IFB) number, the grounds for the protest with facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Bidders protesting this procurement shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this procurement.

Only protests stipulating an issue of fact concerning the following subjects shall be considered: (a) A matter of bias, discrimination or conflict of interest on the part of DNR; (b) Errors in computing the score; and/or (c) Non-compliance with procedures described in the procurement document, DNR protest process, or

requirements set forth by the Department of Enterprise Services (DES). Protests must be based on these factors to be considered.

Upon receipt of a protest, a protest review will be held by the DNR Office of Finance, Budget, and Economics and Silviculture Operations staff in Olympia. These DNR staff, that are not directly involved in this procurement, will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the DNR’s action; or
- Find only technical or harmless errors in DNR’s acquisition process and determine DNR to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide DNR options which may include:
 - Correct the errors and re-evaluate all bids, and/or
 - Reissue the solicitation document and begin a new IFB process, or
 - Make other findings and determine other courses of action as appropriate.

If DNR determines that the protest is without merit, DNR will enter into a contract with the Lowest Responsive and Responsible Bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken. The protest decision is final and no appeal process will be required. If a protesting bidder does not accept DNR’s protest response, the bidder may try to seek relief from Thurston County Superior Court. A copy of the original protest and DNR’s response will be provided to the Commissioner of Public Lands and the Director of the Department of Enterprise Services.

Award Letter

The DNR makes every effort to mail an award letter with instructions and the final contract to the successful bidder within five (5) business days of bid opening.

Typical Solicitation Process Timeline

Event	Time period
Complaint period	Between IFB posting date and 1 business day prior to the close of the solicitation acceptance period
Bid evaluations	Following the bid response date/time
Announce “Lowest Responsive and Responsible Bidder” and send notifications to unsuccessful bidders	Within 5 business days following the conclusion of bid evaluation period
Period for requesting a debriefing conference	Between transmittal of notifications to unsuccessful bidders and the end of the fourth business day following transmittal
Debriefing conference	Within 3 business days of DNR's receiving of the debriefing request
Protest submission period	Within 5 business days of the debriefing conference
Final determination of protest	Within 5 business days of DNR's receiving of a protest
Sign contract & begin contract work	Following the conclusion of the "Period for requesting a debriefing conference" if no requests were received or the protest period, whichever is sooner

Conditions on Award

Within ten (5) business days after the bidder receives their award letter, DNR must receive an insurance certificate and other required documentation at the DNR office responsible for managing the contract. The Contract Manager, specified at the Pre-Work Conference, 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 rescinded.

Right to Amend Invitation for Bid

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

Registration with the Department of Enterprise Services WEBS system

All bidders should be registered with the Department of Enterprise Services “Washington Electronic Business Solution” (WEBS) system. Failure to register on WEBS may result in a disqualified bid. Please follow this link for more information on how to register <https://fortress.wa.gov/ga/webs/>

Registration with the Statewide Payee Desk

Payments on this Invitation for Bid can only be paid out to contractors who are registered with the State of Washington Statewide Payee Desk. Please follow the link for instructions on how to register <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>

Or contact:
Statewide Payee Desk
P.O. Box 41450
Olympia, WA 98504-1434
Phone: 360-407-8180
PayeeHelpdesk@watech.wa.gov

Special Remarks

The term of this contract is from 7/27/2020 to 9/4/2020.

Work shall begin on the start date identified above unless an alternate plan is approved by the compliance Forester.

All water is to be obtained from Skagit PUD bulk filling stations.

Weekend work is permissible for most treatment units.

Questions pertaining to this Invitation to Bid can be answered by contacting **Peter Hurd at 360-333-0022**. Oral explanations, interpretation, or instructions given before the award will not be binding.

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

EXHIBIT 1: Draft Contract



Northwest Region

AERIAL HERBICIDE

Contract Number #1859

Contract Digest: AERIAL HERBICIDE

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

■ Definitions

SECTION I – CONTRACT CLAUSES

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

SECTION II – MAPS AND UNIT INFORMATION

- A. Unit Descriptions and Required Herbicides
- B. Unit Maps

SECTION III – PRE-FLIGHT CHECKLIST

SECTION IV – CONTRACT SIGNATURES PAGE

DEFINITIONS

‘Bid Item’ means a set of Units within the contract that will all receive the same herbicide formulation.

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

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

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

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

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

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

‘Inspection Plot’ (Clause C-02) is a systematic field measurement used by the Compliance Forester to assess and rate Contractor performance.

‘No-Fly Zones’ are areas over which Contractor’s aircraft are not permitted to fly during Work on this contract.

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

‘Present Stand Value’ is the current value of a forest stand. If necessary for the purposes of this contract, the present stand value will be calculated by deducting the present value of costs from the present value of future revenues (generally from timber harvest), using a discount rate of five percent (Clause C-03).

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

‘Unit’ is the individual geographical area on which Work will be done. Each Unit is specifically identified by number on the Unit Description (Section II-A), corresponding Unit Map (Section II-B), and Bid Form (IFB Exhibit 2-H).

‘Unit Bid Price’ is the rate per acre, or per 1000 Seedlings, written in the Unit Bid Price column of the Bid Form (IFB Exhibit 2-H).

‘Unit Total’ is the total amount (in dollars) that Contractor agrees to be paid for each Unit, written in the Unit Total column of the Bid Form (IFB Exhibit 2-H).

‘Work’ means the services Contractor is required to satisfactorily complete to fulfill terms of this contract. These services are described in Section I - Specifications for the Activity and Section II - Unit Description.

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

SECTION I-A: GENERAL PROVISIONS

A-01 Contractor's Warranty

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

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

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

A-02 Modifications

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

A-03 Contract Complete

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

A-05 Scope of DNR Advice

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

A-06 Performance Security

Contractor agrees to furnish, within ten (10) business days of receipt of the award letter, security in the amount of ten percent (10%) of the total awarded contract price. The security shall be in the form of certified check or cashiers' check made payable to the Washington State Department of Natural Resources, an irrevocable letter of credit, a performance bond, or a savings account assignment. A letter of credit must comply with Title 62A RCW, Article 5. Performance 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. This security guarantees performance of this contract and payment of any damages resulting from Contractor's noncompliance with any contract provisions, negligent or imprudent actions, or the law. Performance security must remain in full force over the duration of the contract. In the event DNR needs to utilize the security, Contractor may be required to replace the portion(s) utilized within five (5) business days of receiving written notice from DNR. Contractor shall not operate unless the performance security has been accepted by DNR. If at

any time DNR decides that the security document or amount has become unsatisfactory, Contractor agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to DNR or to supplement the amount of the existing security.

A-07 Contract Cancellation

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

A-08 Attachments

The following attached documents are hereby incorporated by reference:

A. Invitation for Bid #1859 including final Bid Documents (Exhibit 2) with signatures

A-09 Compliance with all Laws

Contractor shall comply with all laws and regulations of the United States, State of Washington, and counties where the Work is located, including laws and regulations that are not mentioned specifically in this contract. Contractor will make any payments, contributions, remittances, and reports or statements required under those laws.

A-10 Licenses and Permits

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

A-11 Indemnity

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

In no event shall contractor be liable or have any responsibility for any loss of profits or business interruption, or any consequential damages, regardless of the type of claim, whether in contract, tort, negligence, strict liability or other legal or equitable theory, whether or not foreseeable and regardless of the cause of such damages; provided that the foregoing limitation shall not limit or otherwise apply to any damages sought by any third party (i.e., persons other than an Indemnitee) against an Indemnitee in connection with claims that are indemnifiable by Contractor under this Contract.

A-12 Insurance

Before commencing Work, 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 DNR 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.

All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, if the contract allows for subcontracting, Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- 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."
- D. **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. All aircraft used on the contract must be listed under the coverage certificate.

The above insurance policies shall include the following provisions:

- A. **Additional Insured.** The state of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
- B. **Cancellation.** State of Washington, Department of Natural Resources, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.
- C. **Identification.** Policy must reference the state's contract number 1859 and the DNR name.
- D. **Insurance Carrier Rating.** All insurance and 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 Department of Natural Resources' Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. 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.
- E. **Excess Coverage.** By requiring insurance herein, the 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 and reimbursements granted to the state in this contract.

Workers' Compensation Coverage

Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by Contractor or their employees for services performed under the terms of this contract.

A-13 Safety Compliance

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

- A. During the contract performance, Contractor shall protect the lives and health of workers performing the Work and other persons who may be affected by the Work and prevent damage to property at the Unit or adjacent to it. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- B. In an emergency affecting the safety or life of its workers or adjoining property, Contractor is responsible to act to prevent such threatened loss or injury. Within 24 hours of any emergency, Contractor shall notify the Compliance Forester. Contractor shall prepare an incident report and submit it to DNR's Region Manager within five (5) business days following an emergency if directed to do so by the Compliance Forester.
- C. The Compliance Forester reserves the right to shut down the work site when any condition of imminent danger is present. The work site will remain shut down until the danger has been removed by Contractor.

A-14 Venue

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

A-15 Dispute Resolution

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

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

A-16 Subcontracting

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

A-17 Nondiscrimination

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

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

A-18 Pre-Work Conference

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

A-19 Purpose of the Pre-Work Conference

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

- A. Name(s) and contact information for Contractor and Designated Contract Representative(s), including all personnel authorized to sign Unit completion forms and payment invoices;
- B. Names(s) and contact information for the Contract Manager and Compliance Forester(s);
- C. The Work Schedule for this contract;
- D. Time interval(s) at which Units will be processed for payment; and
- E. Clarification of any unique requirements or conditions of the Work within this contract prior to commencing Work.

A-20 Work Delay

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

A-21 Non-conformances with Work Schedule

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

A-22 Work Days

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

A-23 Breach of Contract

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

- A. If Contractor violates any provision of this contract, Compliance Forester, by written notice, may suspend the Work that is in breach. If the breach is capable of being remedied, Contractor has 15 days after receipt of a suspension notice to remedy the breach. If the breach cannot be remedied or Contractor fails to remedy the breach within 15 days after receipt of a suspension notice, DNR may terminate the rights of Contractor under this contract and collect damages.
- B. If the contract expires pursuant to clause A-33 without Contractor having performed all its duties under this contract, Contractor's right to operate is terminated and Contractor shall not have the right to remedy the breach. This provision shall not relieve Contractor of any payment obligations.

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

A-24 Default of Contract

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

A-25 Washington State Forest Fire Protection Requirements

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

[Revised Code of Washington Chapter 76.04](#); and [Washington Administrative Code \(WAC\) 332-24](#).

A-26 Inspection

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

A-27 Spark Arresters

All of Contractor's spark emitting engines will be equipped with spark arresters.

A-28 Open Fires

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

A-29 Removal of Merchantable Products

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

A-30 Garbage

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

A-31 Camping

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

A-32 Term of Contract

The term of this contract is from **7/27/2020 to 9/4/2020**. The contract shall not be extended without written permission from the DNR Region Manager.

SECTION I-B: SPECIFICATIONS FOR THE ACTIVITY

B-01 Pre-Work Conference

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

B-02 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 Contractor, such as insurance forms, prior to beginning Work on this Contract.
- B. Name(s) and contact information for 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 Contractor's pilot(s) and other 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.
- H. Contractor shall provide a sample digital GIS shapefile meeting all specifications described in Clause B-09 prior to the Pre-Work Conference, to assure that the shapefile is in a format that is suitable for use with the DNR GIS system.
- I. DNR will provide a sample digital Unit boundary GIS shapefile to Contractor prior to the Pre-Work Conference to ensure that Contractor can display Unit boundaries in the helicopter cockpit during flight.

B-03 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.

B-04 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 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.

B-05 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 Contractor must plan to

accomplish all Work under this contract within the time stated. 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.

B-06 Work Responsibilities and Scheduling

A. The DNR shall furnish or supply:

1. **Maps, aerial photos and other data** necessary for orientation of each pilot. This will include Unit boundary shapefiles that Contractor shall load into the helicopter map display if requested by the Compliance Forester.
2. A **Compliance Forester** to acquaint each pilot with each Unit to be sprayed delineating boundaries of Units and buffer
3. strips adjacent to streams and open water to be left unsprayed.
4. **Licensed Compliance Forester(s)** to be present on site throughout the mixing process. This requirement does not relieve Contractor from any of its responsibilities to correctly implement and supervise this process, nor of its responsibilities to meet all contract and product label requirements.
5. **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. **Treatment Windows.** 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 Herbicide Formulation type in the Unit Description (Section II-A). 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. DNR will reset or confirm a treatment window at least one week in advance of the anticipated treatment window's start date.

B-07 Pilot and Aircraft Requirements:

A. **WSDOT Aircraft Registration.** All aircraft shall be registered with the Washington State Department of Transportation (WSDOT). Before commencing Work, Contractor shall supply to the Contract Manager a letter of certification of the aircraft(s) registration with the WSDOT.

B. **Contractor Workers.** Contractor shall furnish the necessary pilot(s) and mechanics to provide the services to be rendered herein without unjustified delay. 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.

B-08 Flight Duty Limitations

A. **FAA Regulations.** Pilots will follow all Federal Aviation Administration (FAA) requirements for flight duty limitations to ensure safe operation and control pilot fatigue. FAA regulations can be found at http://www.faa.gov/regulations_policies/faa_regulations/.

B. **Pilot Fatigue.** 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.

- C. **Pilot Experience.** 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

B-9 Equipment, Materials, and Supplies

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.** 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 II Unit Description. Spray apparatus shall be readily adjustable in the field and have a leak proof distribution system with positive shutoff.
- B. **Helicopters.** Helicopters shall be of the Type 2-Medium or smaller and capable of carrying at least eighty (80) gallons of mix (640 pounds) at all elevations.
- C. **Spray Nozzles.** Nozzles shall be *Accu-Flo™* .028, 64 tube radial nozzles. To help reduce drift, nozzles shall be oriented down at either a 45-degree angle or horizontal to the air stream.
- D. **GPS and Shapefiles.** Helicopters shall be equipped with a Global Positioning System (GPS) device to track/mark both flight lines and actual treatment areas for all Units during application of herbicides. The GPS device must have the capability to produce two different shapefiles for each Unit in the contract:
1. **'Flight line shapefile'** means a shapefile showing the entire flight path; and
 2. **'Treatment shapefile'** means a shapefile showing all treated areas for each Unit. This shapefile must show when herbicide application starts and stops (i.e., when spray nozzles are turned on and off).

Helicopters shall also have an electronic display that is capable of displaying Unit boundary shapefiles if provided by DNR, which the pilot can view during helicopter operation along with flight line and treatment shapefiles.

- E. **Mix Truck.** Contractor shall furnish a mix truck of 2,000 gallons minimum capacity with each helicopter. The mix trucks shall:
1. Have positive, continuous agitation system(s).

2. 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.
3. 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.

F. **Equipment Descriptions.** If requested, a description of the helicopters and mix trucks to be used for contract Work shall be furnished to the Contract Manager prior to contract award.

G. **Herbicides, Carriers, and Additives.** Contractor shall furnish all herbicide, carrier and additives required for treatment as specified in the Unit Description.

1. Generic herbicides containing identical active ingredient percentages to those specified in the Unit Description may be substituted for brand-name herbicides as follows:

BRAND NAME PRODUCT	EPA # or WA REG.	APPROVED GENERIC SUBSTITUTES	EPA # or WA REG.
Foresters	228-381	Alligare Glyphosate 5.4	81927-8
		Rodeo	62719-324
Oust Extra	432-1557	SFM Extra	81927-5
Polaris SP	228-536	Arsenal	241-346
		Rotary 2 SL	81927-6
SYL-TAC EA	2935-15004	Liberate	34704-04008
Crosshair	2935-11001	Compadre	34704-06004

H. **Contractor Costs.** All costs of materials, operation and maintenance not specifically furnished by the DNR, under Clause B-06, shall be borne by Contractor.

I. **Hazardous Material Spill Kits.** Contractor shall ensure that enough quick response spill kits capable of absorbing at least 10 gallons of oil, coolant, solvent or contaminated water are available on site to quickly address potential spills from any piece of equipment or container at all times throughout active operations.

B-10 Application Requirements

A. **Flight Patterns.** Prior to treatment 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 ensure that drift or late nozzle shut-off does not result in application beyond treatment boundaries.

B. **Open Water Protection.** Application of spray shall not be made into streams, lakes, ponds, or buffer areas, 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.

C. **Weather Guidelines** for applications are as follows:

1. **Temperature:**
Esters - 70° F maximum
Others - 85° F maximum
2. **Humidity:**
Esters - 50% minimum
Others - 40% minimum
3. **Moisture:**
Plants can have dew on leaf surfaces. Wait one hour after rainfall terminates to allow some drying of leaf surfaces.
4. **Wind:**
7 miles per hour (mph) maximum or as specified by the herbicide label.

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 Contractor and/or pilot of unsuitable conditions; Contractor shall cease spraying at that point in time.

- D. **Flight Velocity.** 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.
- E. **Application Rate.** 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 Description.
- F. **Single-Flight Batching.** 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 Compliance Forester if mutually agreed to at a Pre-Work Conference. Contractor must have the ability to effectively batch single-flight loads of chemical (See 5.3.F.1.f.3).
- G. **Shut Down Operations.** DNR reserves the right to shut down operations at any point during application due to circumstances including, but not limited to, Contractor performance, public disturbances, and environmental conditions.

B-11 Other Requirements on Day of Treatment

The following are required on the day of treatment for each Unit. See Clause B-09-D for GPS and shapefile requirements.

- A. **Pre-Flight Briefing.** Pre-flight briefing on information specific to each Unit, to be documented and initialed by the pilot and Compliance Forester, prior to beginning application on each Unit. The briefing shall include at a minimum:
1. Review of all Unit boundaries, property lines, and water buffers per Forest Practices Application (FPA) on the Unit Map and Unit boundary shapefiles (if provided by DNR) on the helicopter display.
 2. Review of any NO FLY ZONES around habitat buffers or other special areas.

3. Review of specific safety concerns for the Unit, including but not limited to: active logging nearby, presence of skyline cables, heliport conditions, possible presence of recreational users, etc.

- B. **Radio Contact.** Operable handheld radio contact provided by Contractor between pilot and at least one Compliance Forester.
- C. **Reconnaissance Flight.** Reconnaissance flight with Compliance Forester and pilot reviewing treatment area and flight patterns or, if safety concerns or other factors prevent reconnaissance 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.
- D. **Post-Treatment On-Site Shapefile Review.** If requested by the Compliance Forester, after treatment has been completed for a Unit, Contractor's pilot and the Compliance Forester will jointly review flight line, treatment, and Unit boundary shapefiles on the helicopter display (see Clause B-09-D for GPS requirements) immediately following treatment (i.e., once the helicopter has landed and it is safe to do so). The purpose of this review is to permit the Compliance Forester to assess treatment accuracy, identify any large skips, and ensure no application occurred outside Unit boundaries. If large skips are evident that the pilot can effectively treat, the Compliance Forester can require that additional herbicide shall be batched and applied to the skip areas prior to treating any subsequent Units.

B-12 Post-Treatment Shapefile Submission

Contractor shall submit flight line and treatment shapefiles for all Units by the close of business (5:00 pm) on Monday for all Units treated during the prior calendar week, which is defined as Monday through Sunday.

- A. Flight line and treatment shapefiles must be submitted for all flight lines while Contractor's helicopters are over DNR-managed lands during Work on this contract. This is to provide confirmation that Contractor has not sprayed outside Unit boundaries or flown over any NO FLY ZONES.
- B. Flight line and treatment shapefiles submitted by Contractor must be projected as a shapefile capable of projection in DNR's ARC GIS system.
- C. Once all flight line and treatment shapefiles have been processed and submitted by Contractor each week, and DNR has produced maps showing both sets of shapefiles along with treatment Unit boundaries, orthophotos, and any other relevant features for all Units, at the Compliance Forester's request, the Compliance Forester and pilot will meet and jointly review all the maps to determine whether there appear to have been any problems during the application.
- D. All discrepancies between the treatment files and the contract requirements will be documented by DNR.

B-13 Hazardous Materials

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 (see Clause B-09-I for spill kit requirements). 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 & isolate a hazmat spill equal to the largest single on-site storage container volume. (HAZWOPER reg. 29 CFR 1910.120 (j) (1) (viii)).

D. Hazardous Material Release Reporting

Releases of oil or hazardous materials to the environment must be reported to the State Department of Ecology. It is the responsibility of 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, Contractor is responsible for notifying the Compliance Forester as well as notifying the following as appropriate:

Department of Emergency Management (contact information below).

National Response Center (contact information below).

Appropriate Department of Ecology regional office (contact information below).

DNR Compliance Forester

DOE - Northwest Region:

1-425-649-7000

(Island, King, Kitsap, San Juan, Skagit, Snohomish, and Whatcom counties)

DOE - Southwest Region:

1-360-407-6300

(Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Mason, Lewis, Pacific, Pierce, Skamania, Thurston, and Wahkiakum counties)

DOE - Central Region:

1-509-575-2490

(Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, and Yakima counties)

DOE - Eastern Region:

1-509-329-3400

(Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, and Whitman counties)

Department of Emergency Management 24-hour Number:

1-800-258-5990

National Response Center:

1-800-424-8802

SECTION I-C: COMPLIANCE INSPECTION AND PAYMENTS

C-01 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 Sheet(s) for each Bid Item. 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 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.

C-02 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 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.

C-03 Process for Documenting Damages

Application outside the treatment Unit shall be assessed using the area from the treatment files provided by 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 Stand Value. 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 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.

C-04 Penalty for Non-Submission of GPS Shapefiles

Contractor's failure to submit both flight line shapefiles and treatment shapefiles, as specified in Clauses B-09-D and B-12, for each and every Unit in the contract will result in a \$100 penalty to Contractor for each incomplete or missing Unit.

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
QUAKER U3	29	01 - 29ac	SKAGIT	T36N R06E S34	1200-1400	0.4 mi @ 1331 ft	48° 34.082' -122° 1.867'	48° 33.942' -122° 1.016' 48° 34.004' -122° 1.266'	48 oz. Foresters 16 oz. Polaris SP 4 oz. Oust Extra 4 oz. SYL-TAC EA	
SLEIGH BELLS U1	32	01 - 32ac	SKAGIT	T35N R05E S03	1040-1600	1.3 mi @ 1419 ft	48° 33.094' -122° 7.192'	48° 33.135' -122° 9.045'	48 oz. Foresters 16 oz. Polaris SP 4 oz. Oust Extra 4 oz. SYL-TAC EA	Additional Helispot may be available in unit (depending on road abandonment schedule)
SLEIGH BELLS U3	15	01 - 15ac	SKAGIT	T35N R05E S01	1640-2120	0.25 mi @ 1419 ft	48° 33.094' -122° 7.192'	48° 33.285' -122° 6.831'	48 oz. Foresters 16 oz. Polaris SP 4 oz. Oust Extra 4 oz. SYL-TAC EA	
SLEIGH BELLS U4	17	01 - 17ac	SKAGIT	T35N R05E S01,02	1280-1560	IN UNIT @ 1419 ft	48° 33.094' -122° 7.192'	48° 33.077' -122° 7.200'	48 oz. Foresters 16 oz. Polaris SP 4 oz. Oust Extra 4 oz. SYL-TAC EA	
SLEIGH BELLS U5	45	01 - 45ac	SKAGIT	T36N R05E S36	2280-3200	0.2 mi @ 2714 ft	48° 33.867' -122° 6.650'	48° 33.866' -122° 6.701'	48 oz. Foresters 16 oz. Polaris SP 4 oz. Oust Extra 4 oz. SYL-TAC EA	
SLEIGH BELLS U6	42	01 - 42ac	SKAGIT	T36N R05E S36 T35N R05E S01	2480-3360	IN UNIT @ 3228 ft	48° 33.941' -122° 6.175'	48° 33.825' -122° 6.146' 48° 33.958' -122° 6.040' 43° 33.961' -122° 5.898' 43° 33.589' -122° 5.846'	48 oz. Foresters 16 oz. Polaris SP 4 oz. Oust Extra 4 oz. SYL-TAC EA	
ROAD RUNNER U3	32	01 - 32 ac	SKAGIT	T33N R05E S20	480-680	IN UNIT @ 650 ft	48° 20.014' -122° 11.424'	48° 20.113' -122° 11.517'	48 oz. Foresters 16 oz. Polaris SP 4 oz. Oust Extra 4 oz. SYL-TAC EA	
ROAD RUNNER U4	32	01 - 32 ac	SKAGIT	T33N R05E S20	440-720	IN UNIT @ 705 ft	48° 20.127' -122° 11.246'	48° 20.273' -122° 11.434'	48 oz. Foresters 16 oz. Polaris SP 4 oz. Oust Extra 4 oz. SYL-TAC EA	
PINKERTON U1	83	03 - 83ac	SKAGIT	T33N R10E S04	600-1720	IN UNIT @ 1160 ft	48° 22.397' -121° 31.614'	48° 22.364' -121° 31.657'	48 oz. Foresters 16 oz. Polaris SP 4 oz. Oust Extra 4 oz. SYL-TAC EA	
PINKERTON U2	19	03 - 19ac	SKAGIT	T33N R10E S09	1040-1480	IN UNIT @ 1026 ft	48° 22.065' -121° 31.256'	48° 22.103' -121° 31.115'	48 oz. Foresters 16 oz. Polaris SP 4 oz. Oust Extra 4 oz. SYL-TAC EA	
PINKERTON U3	22	03 - 22ac	SKAGIT	T33N R10E S09	680-960	IN UNIT @ 705 ft	48° 21.877' -121° 30.776'	48° 21.906' -121° 30.845'	48 oz. Foresters 16 oz. Polaris SP 4 oz. Oust Extra 4 oz. SYL-TAC EA	
OCEAN VIEW	54	01 - 54 ac	SNOHOMISH	T32N R06E S07	1000-1720	IN UNIT @ 1685 ft	48° 16.855' -122° 5.237'	48° 16.783' -122° 5.317'	48 oz. Foresters 16 oz. Polaris SP 4 oz. Oust Extra 4 oz. SYL-TAC EA	
Total Acres	953									

* 4 oz. Crosshair WA # 2935-11001 or 2 oz. Compadre WA # 34704-06004 drift control agent will be added per acre.
 ** Use 6.4 oz. per acre of Liberate without Crosshair or Compadre if substituting Liberate for Syl-Tac EA.

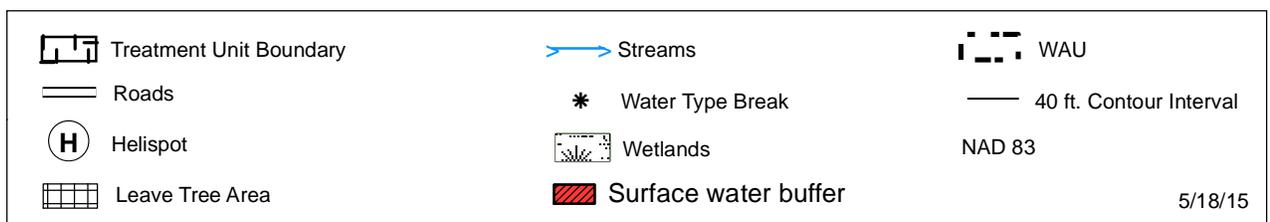
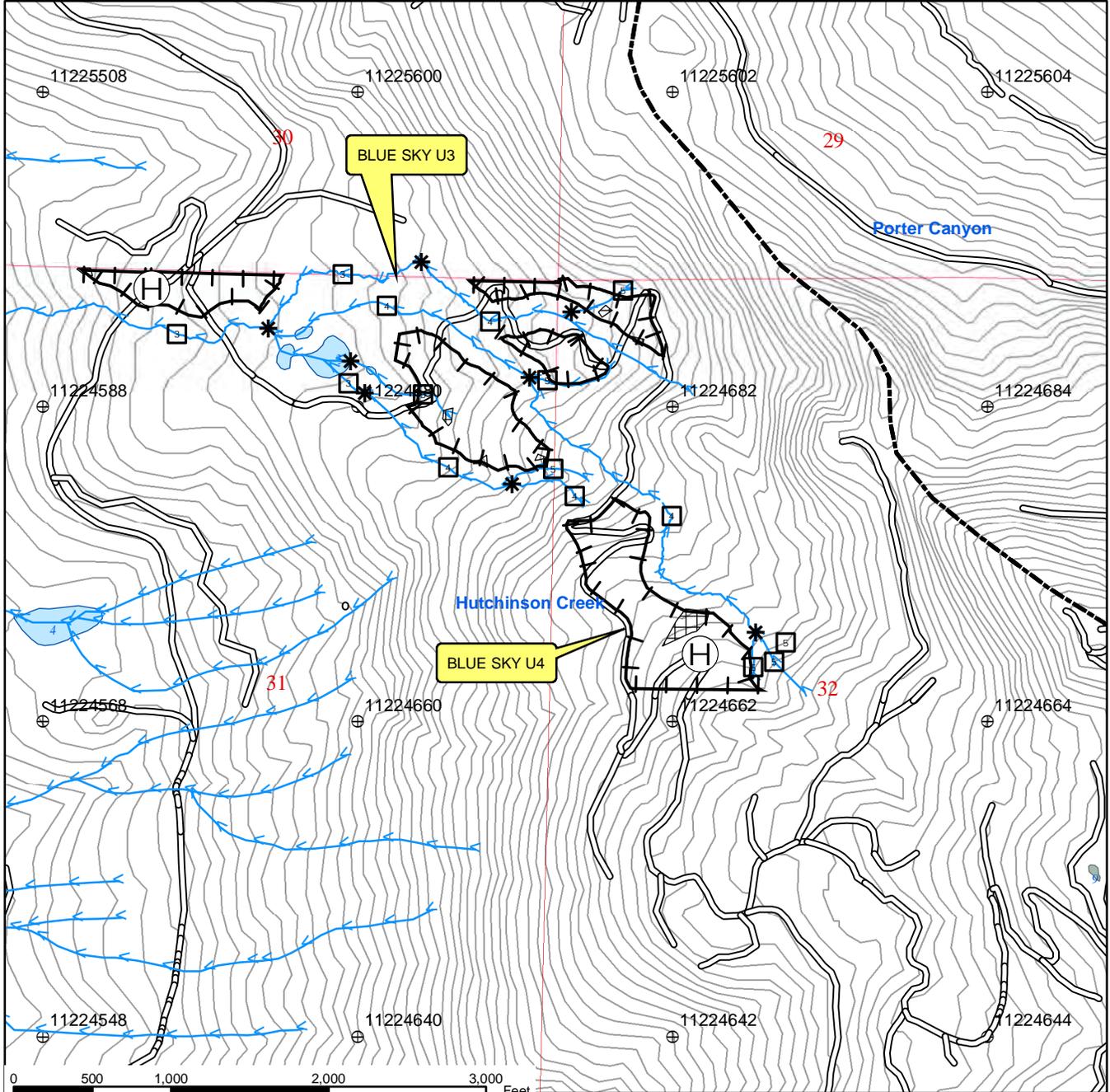
Flight buffers around occupied murrelet sites vary depending on the type of aircraft.

SECTION II-B: UNIT MAPS

UNIT MAP

TOWNSHIP 38 NORTH, RANGE 06 EAST, SECTION 29,31,32

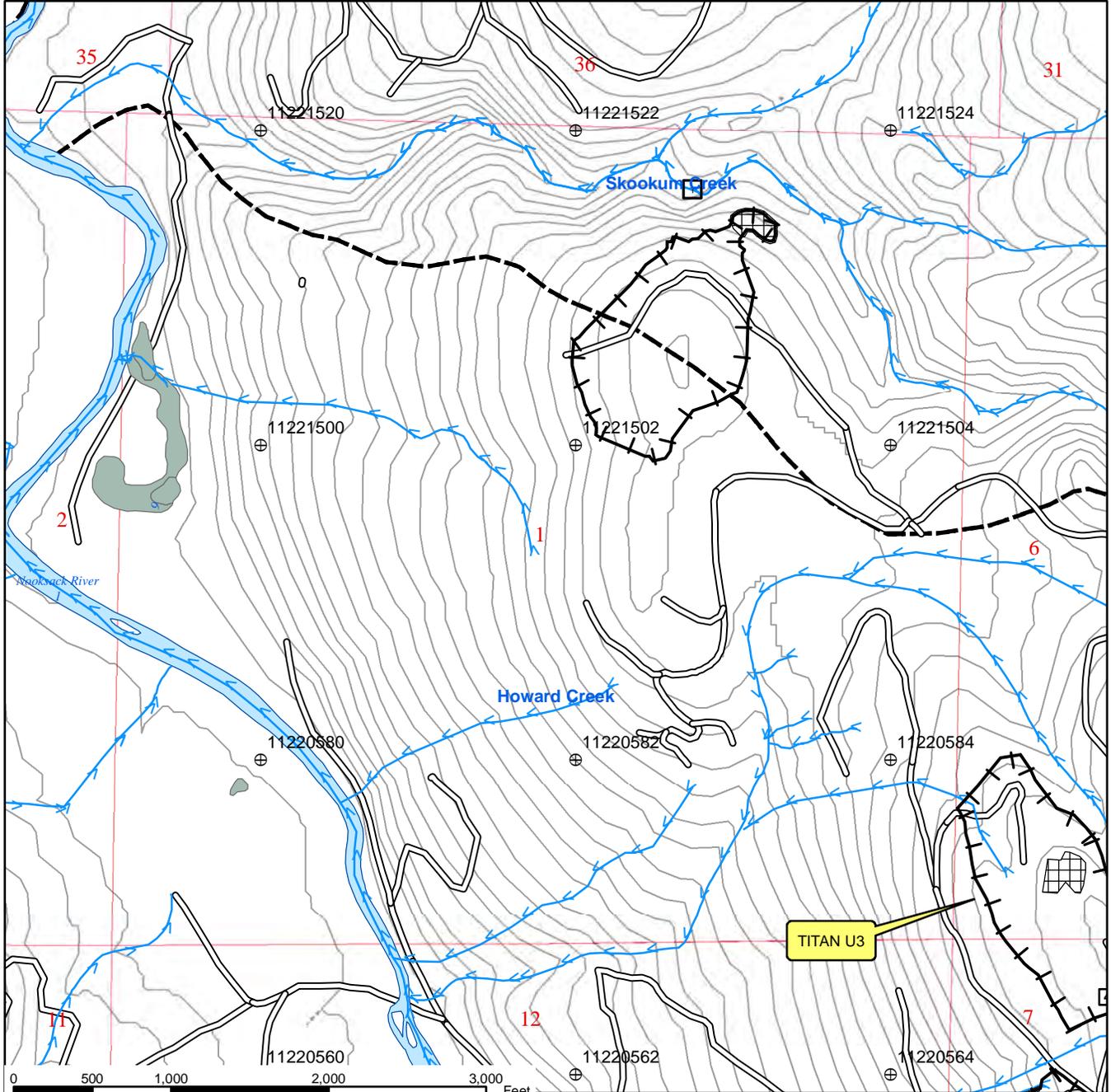
BLUE SKY U3 (23 ac) & U4 (12 ac) SEC 32



UNIT MAP

TOWNSHIP 36 NORTH, RANGE 05 EAST, SECTION 01

CYGNUS SEC 01 (26 ac)



	Treatment Unit Boundary		Streams		WAU
	Roads		Water Type Break		40 ft. Contour Interval
	Helispot		Wetlands		NAD 83
	Leave Tree Area		Surface water buffer		

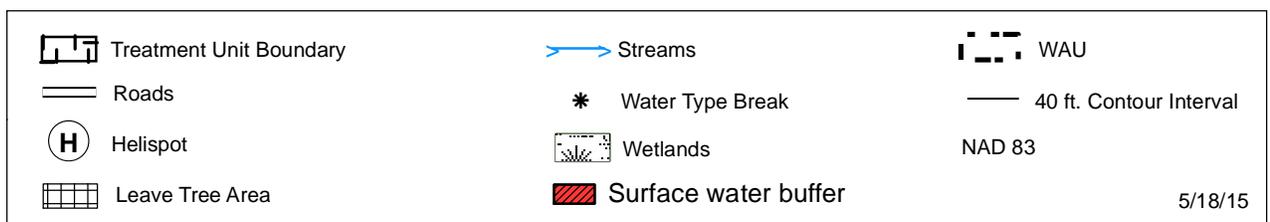
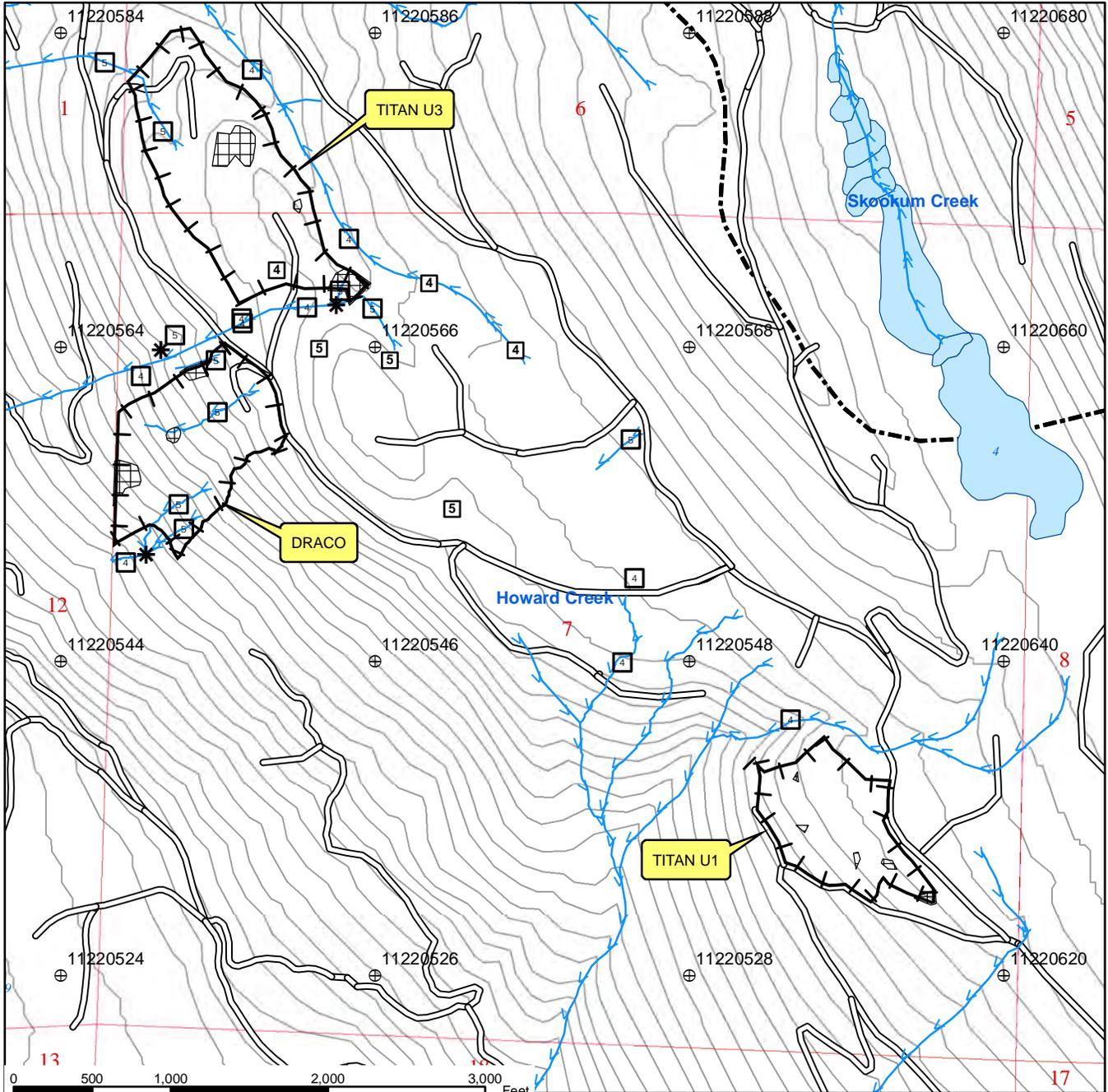
5/18/15



UNIT MAP

TOWNSHIP 36 NORTH, RANGE 06 EAST, SECTION 06,07

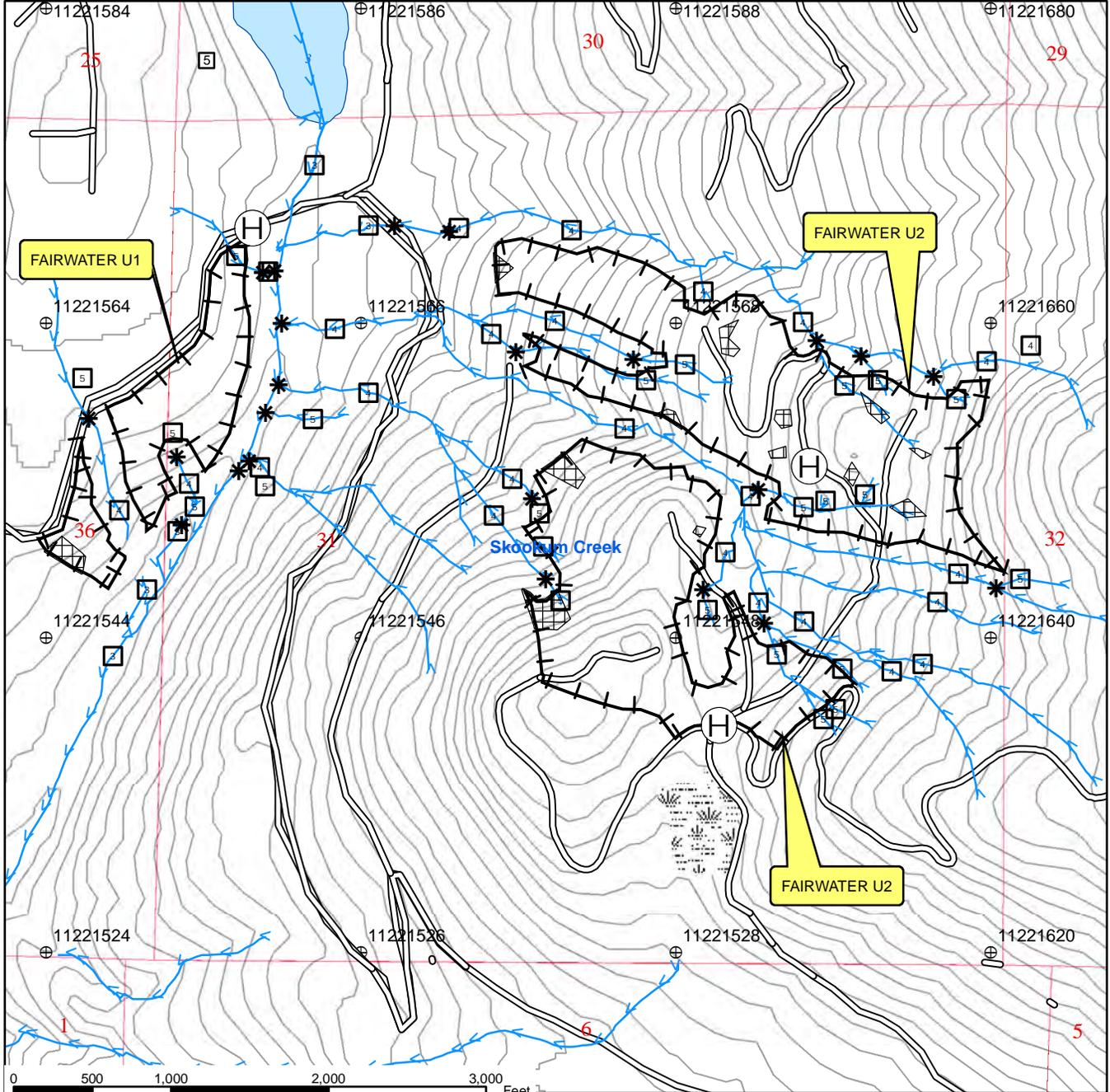
DRACO (20 ac), TITAN U1 (15 ac) & U3 (27 ac)



UNIT MAP

TOWNSHIP 37 NORTH, RANGE 05 EAST, SECTION 36
 TOWNSHIP 37 NORTH, RANGE 06 EAST, SECTION 31,32

FAIRWATER U1 (20 ac) & U2 (104 ac)



	Treatment Unit Boundary		Streams		WAU
	Roads		Water Type Break		40 ft. Contour Interval
	Helispot		Wetlands		NAD 83
	Leave Tree Area		Surface water buffer		

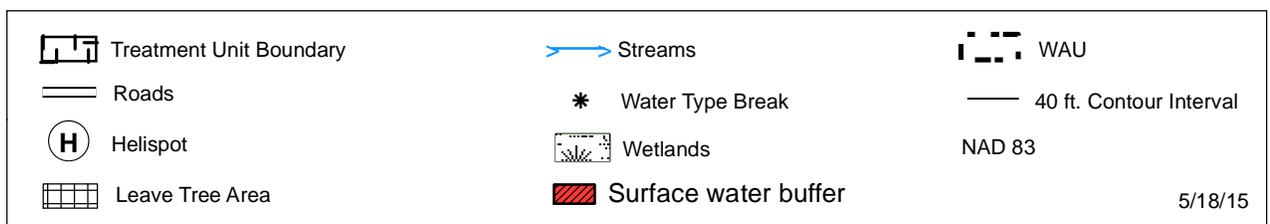
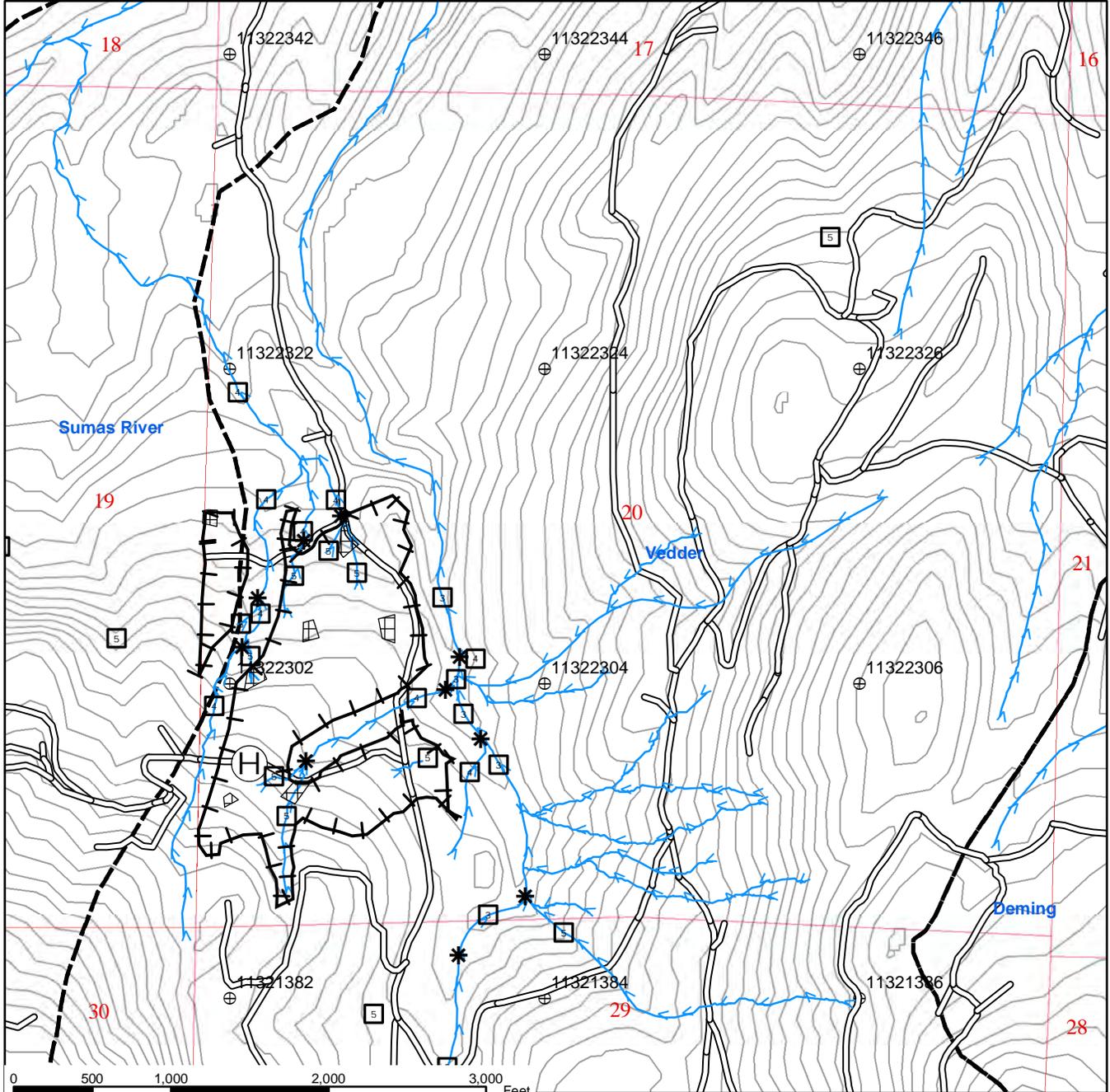
5/18/15



UNIT MAP

TOWNSHIP 40 NORTH, RANGE 05 EAST, SECTION 19,20

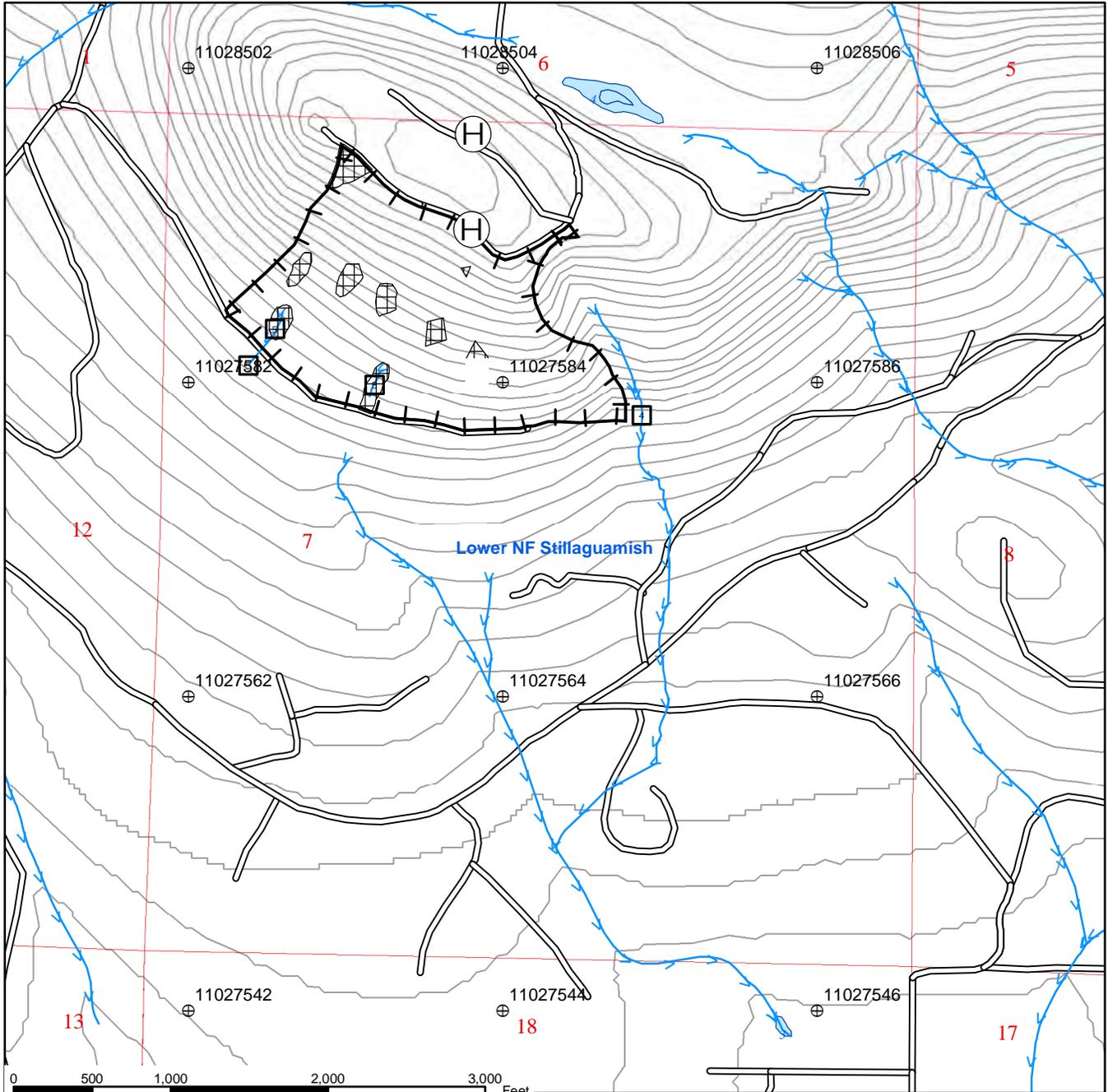
NORTH SAAR (51 ac)



UNIT MAP

TOWNSHIP 32 NORTH, RANGE 06 EAST, SECTION 7

OCEAN VIEW



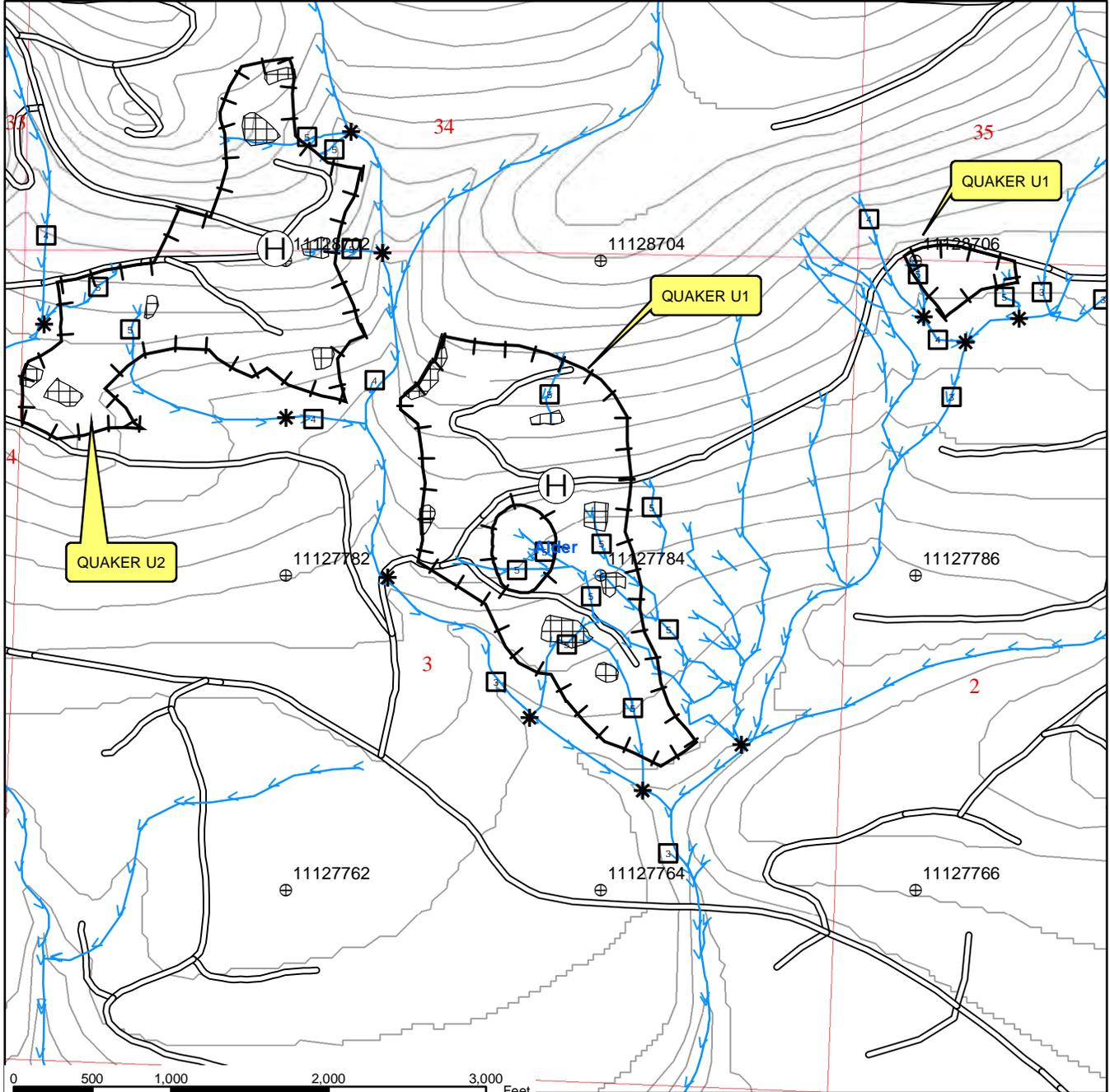
Treatment Unit Boundary	Streams	WAU
Roads	Water Type Break	40 ft. Contour Interval
Helispot	Wetlands	NAD 83
Leave Tree Area	Surface water buffer	5/18/15



UNIT MAP

TOWNSHIP 36 NORTH, RANGE 06 EAST, SECTION 34, 35
 TOWNSHIP 35 NORTH, RANGE 06 EAST, SECTION 02,03

QUAKER U1 (61 ac) & U2 (53 ac)



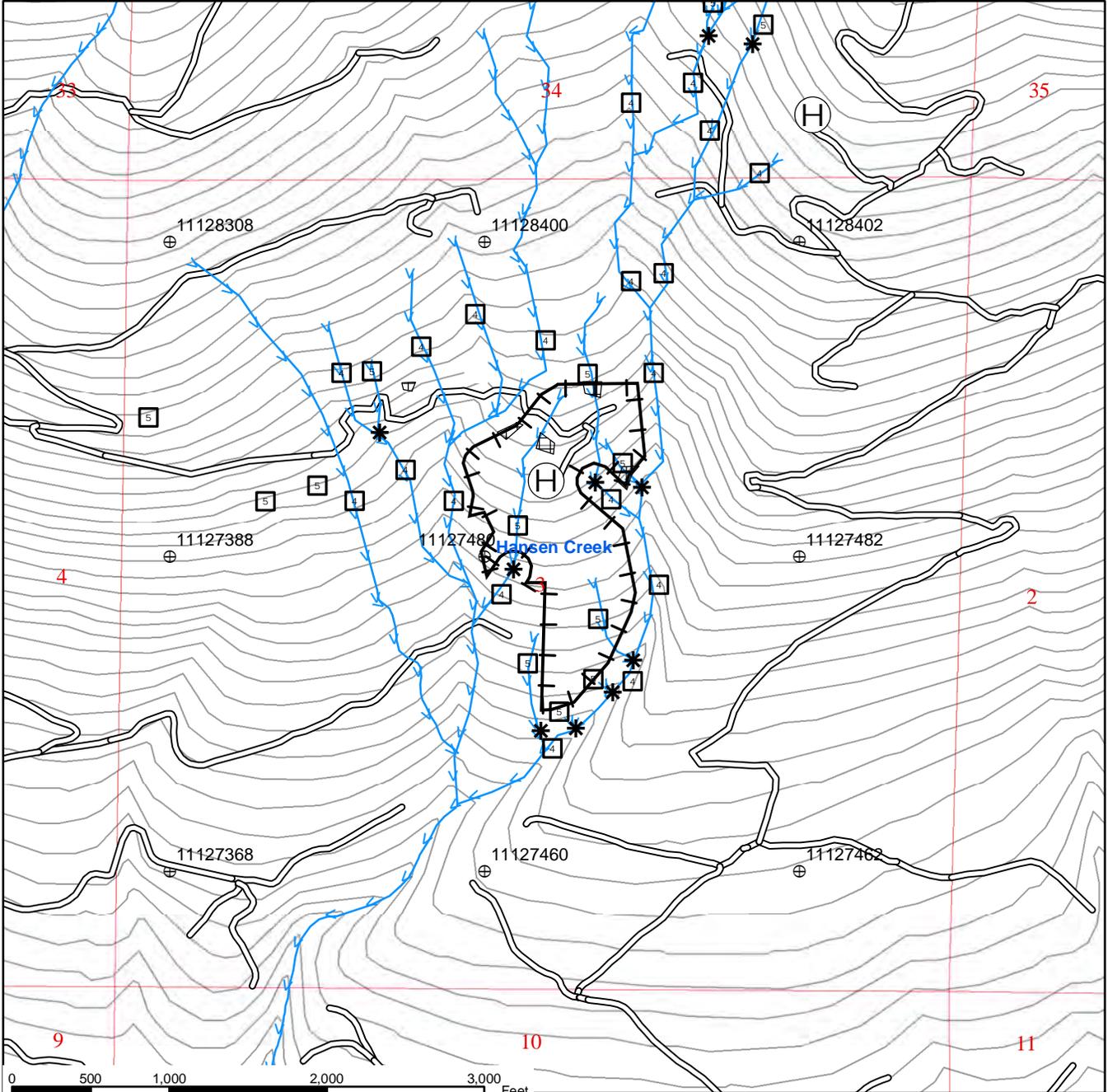
Treatment Unit Boundary	Streams	WAU
Roads	Water Type Break	40 ft. Contour Interval
Helispot	Wetlands	NAD 83
Leave Tree Area	Surface water buffer	5/18/15



UNIT MAP

TOWNSHIP 35 NORTH, RANGE 05 EAST, SECTION 03

SLEIGH BELLS U1 (32 ac)



	Treatment Unit Boundary		Streams		WAW
	Roads		Water Type Break		40 ft. Contour Interval
	Helispot		Wetlands		NAD 83
	Leave Tree Area		Surface water buffer		

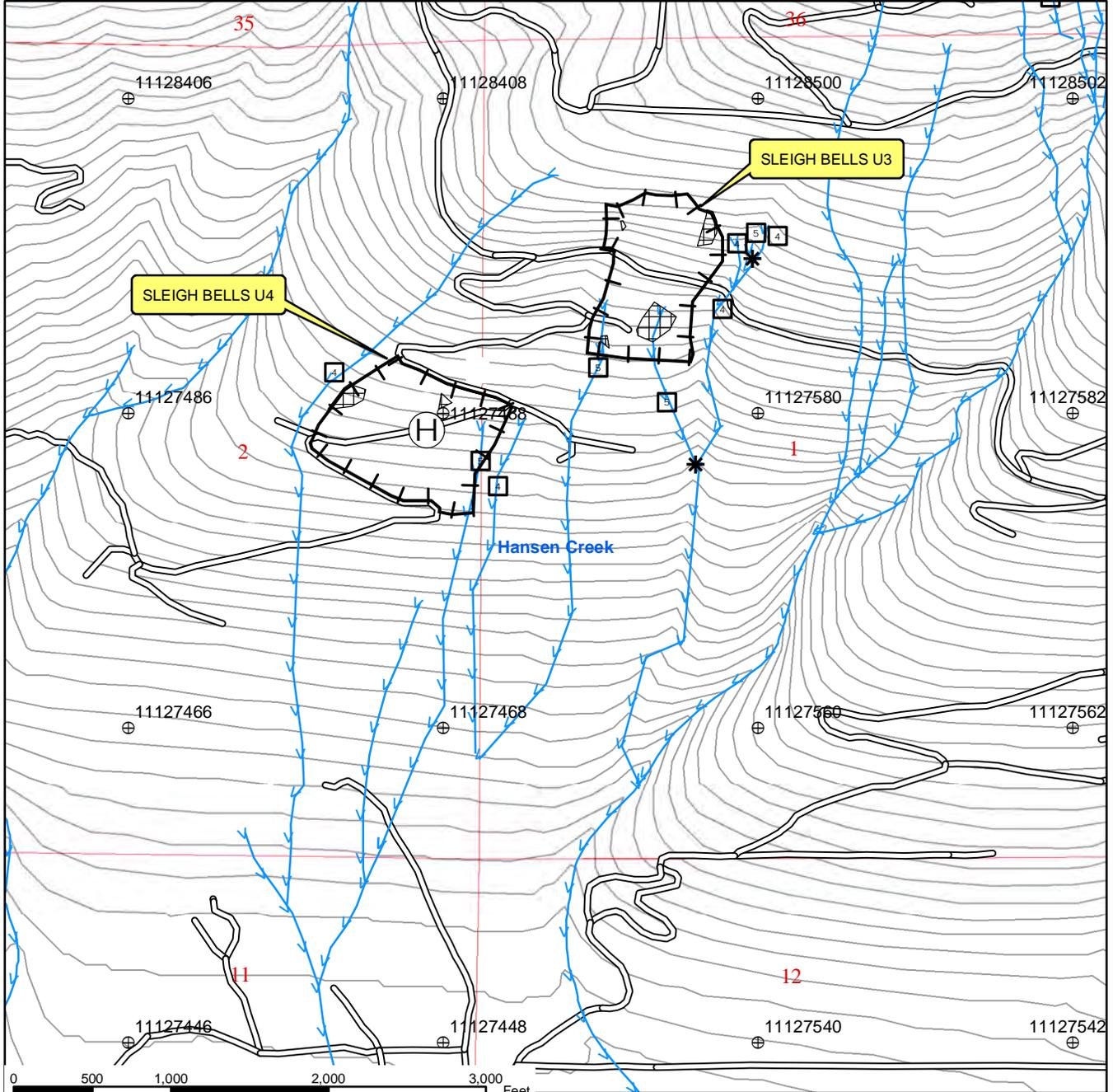
5/18/15



UNIT MAP

TOWNSHIP 35 NORTH, RANGE 05 EAST, SECTION 01,02

SLEIGH BELLS U3 (15 ac), U4 (17 ac)



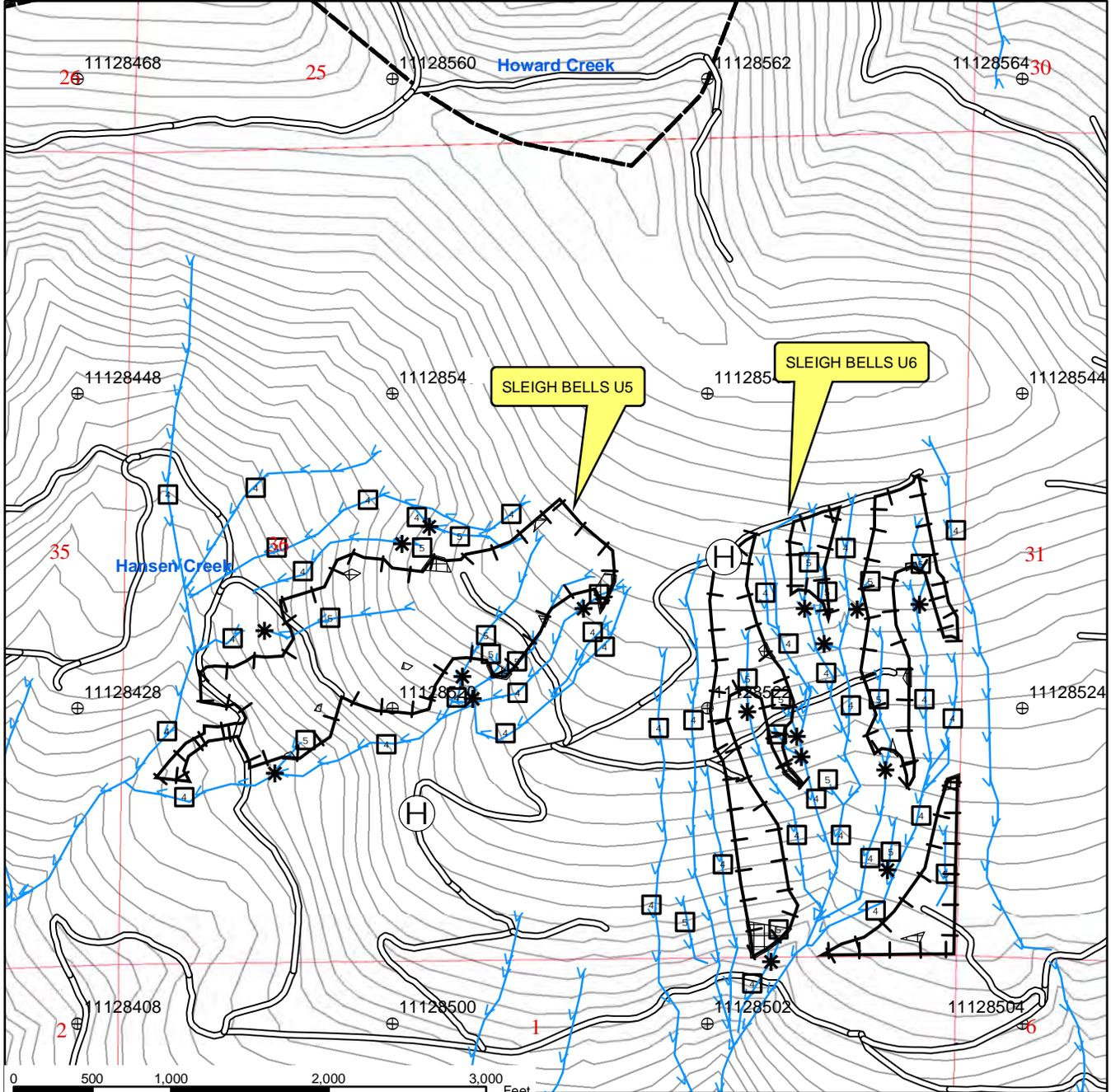
Treatment Unit Boundary	Streams	Wetlands
Roads	Water Type Break	Wetlands
Helispot	Wetlands	Surface water buffer
Leave Tree Area	Wetlands	Wetlands
	WAU	40 ft. Contour Interval
	NAD 83	

5/18/15

UNIT MAP

TOWNSHIP 36 NORTH, RANGE 05 EAST, SECTION 36
 TOWNSHIP 35 NORTH, RANGE 05 EAST, SECTION 01

SLEIGH BELLS U5 (45 ac), U6 (42 ac)



	Treatment Unit Boundary		Streams		WAU
	Roads		Water Type Break		40 ft. Contour Interval
	Helispot		Wetlands		NAD 83
	Leave Tree Area		Surface water buffer		

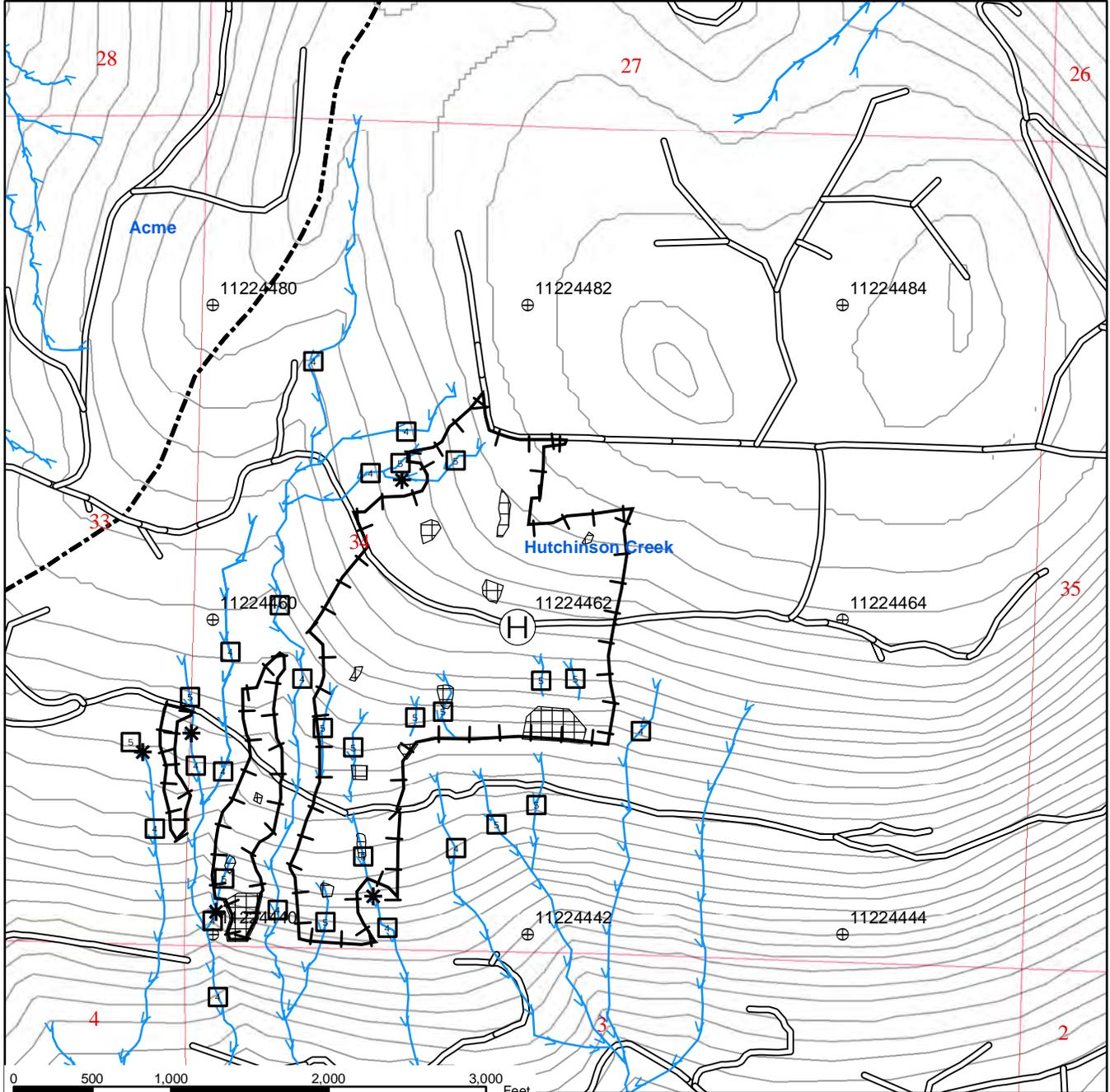
5/18/15



UNIT MAP

TOWNSHIP 38 NORTH, RANGE 05 EAST, SECTION 33,34

SOUTH DIKE (96 ac)



	Treatment Unit Boundary		Streams		WAW
	Roads		Water Type Break		40 ft. Contour Interval
	Helispot		Wetlands		NAD 83
	Leave Tree Area		Surface water buffer		

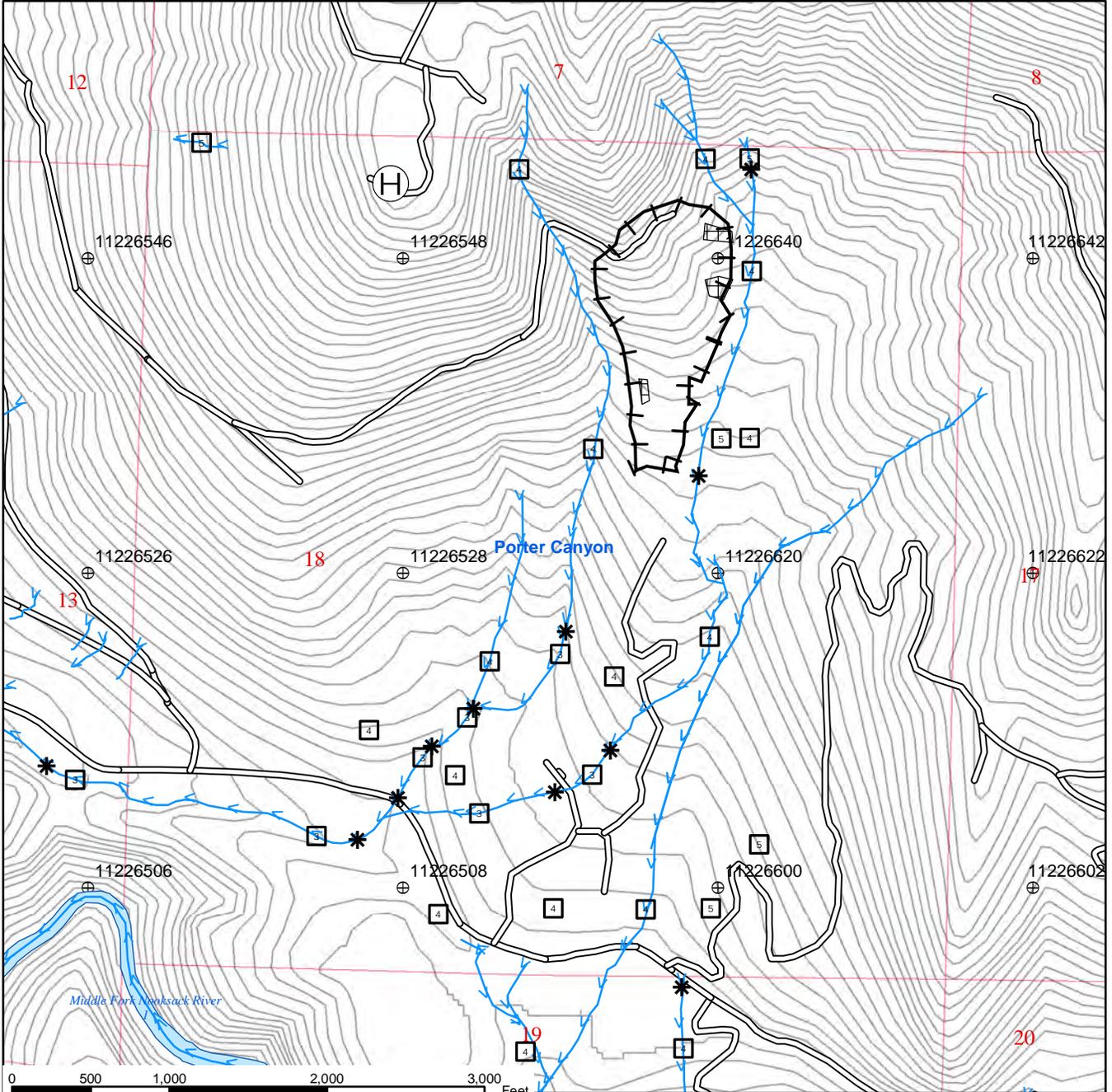


5/18/15

UNIT MAP

TOWNSHIP 38 NORTH, RANGE 06 EAST, SECTION 18

TENNESSEE JED U2 (22 ac)



	Treatment Unit Boundary		Streams		WAU
	Roads		Water Type Break		40 ft. Contour Interval
	Helispot		Wetlands		NAD 83
	Leave Tree Area		Surface water buffer		

5/18/15



SECTION III: PRE-FLIGHT CHECKLIST

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

Done?	Task	Reminders
<input type="checkbox"/>	Safety Check	Review safety risks to helicopter, personnel and public specific to the unit prior to virtual recon flight and starting application
<input type="checkbox"/>	Batch Check	Verify weather, herbicide formulation, treatment acreage and herbicide quantities prior to beginning batching.
<input type="checkbox"/>	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 treatment boundaries, acres, herbicide formulation
<input type="checkbox"/>	Reconn Flight by Pilot	Required by contract
<input type="checkbox"/>	Reconn Flight w/lead CA(if needed)	Compliance Forester to document reasons that justify actual reconn flight w/Pilot (Safety concerns)
<input type="checkbox"/>	Radio Check	Verify pre-flight radio contact between pilot and lead Compliance Forester
<input type="checkbox"/>	GPS Check	Verify satellite coverage, operability of the GPS software, hardware with pilot so the treatment file flightlines are usable.
<input type="checkbox"/>	Shapefile Check	Verify the treatment boundaries are present in the GPS screen in the helicopter and accurately represent treatment boundaries during reconn, check shapefile, unit map for proper capture of all interior stream buffers
<input type="checkbox"/>	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.
<input type="checkbox"/>	Flight Line Review	Review pilot's plan for flying the unit(s). Discuss any preference for order of operation e.g. fly buffers first during light winds, any areas where application may be difficult to impossible such as tight corners, narrow strips between stream buffers, etc.

***Regulatory Reminders:**

- 1) No application within **50 feet** of interior streams with standing or flowing water.
- 2) No application within 100 feet of interior streams on windward side.
- 3) Drift control agent must be in tank mix at all times for DNR contracts, follow water buffers requirements for all Oust type product labels.

Unit Name(s): _____

Pilot Signature: _____

Compliance Forester Signature: _____ Date: _____

Contractor's Company Name: _____ Contractor's Initials: _____

SECTION IV: CONTRACT SIGNATURES PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Signature

Date

Signature

Date

Name

Jay Guthrie

Name

Title

Acting Northwest Region Manager

Title

Address

919 North Township, Sedro Woolley, WA 98284

Address

Telephone

360-856-3500

Telephone

EXHIBIT 2: Bid Documents

EXHIBIT 2-A: FORMS CHECKLIST

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

The bidder shall thoroughly review the Draft Contract (Exhibit 1) prior to completing any bid forms.

- Bidder Information - (Exhibit 2-B) _____
- Bidder Certifications and Assurances (Exhibit 2-C) _____
- Contractor Certifications (Exhibit 2-D) _____
- Pilot References - (Exhibit 2-E) _____
- Contractor's Declaration of Industrial Insurance - (Exhibit 2-F) _____
- Solicitation to Offer and Contract Award - (Exhibit 2-G) _____
- Bid Form - (Exhibit 2-H) _____

Bid submittals to be returned after award:

The following documents are not required to be submitted with the bid packet; however, the bidder will be required to submit all such documents prior to conducting Work.

1. Certificates of Insurance.
2. Letter of certification of the aircraft(s) registration with the Washington State Department of Transportation (WSDOT).
3. Washington Department of Agriculture Commercial Applicator License number.
4. Any other documents required herein.

EXHIBIT 2-B: BIDDER INFORMATION

Identify the Authorized Representative by clearly filling out the table below. The Authorized Representative is the individual within the organization whose signature binds the Bidder to the offer.

Primary Contact (Authorized Representative)	Secondary Contact
Name	Name
Address	Address
Telephone	Telephone
Fax	Fax
Email	Email

Authorized Representative Signature and Date

EXHIBIT 2-C: BIDDER CERTIFICATIONS AND ASSURANCES

INVITATION FOR BID (IFB) # 1859

Aerial Herbicide Site Preparation Contract

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by DNR without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that DNR will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of DNR, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Bidder or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant DNR the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this IFB.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

On behalf of the Bidder submitting this proposal, my name below attests to the accuracy of the above statement(s).

Bidder's Signature

Date

Bidder's Printed Name and Title

**EXHIBIT 2-D: CONTRACTOR CERTIFICATIONS
RESPONSIBLE BIDDER CRITERIA – WAGE LAW COMPLIANCE**

WASHINGTON STATE PROCUREMENT OF GOODS & SERVICES CONTRACTS

Prior to awarding a contract, agencies are required to determine that a bidder is a 'responsible bidder.' See [RCW 39.26.160\(2\) and \(4\)](#). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting [SSB5301](#)).

SOLICITATION DATE: 6/25/2020

I hereby certify, on behalf of the firm identified below, as follows (check one):

NO WAGE VIOLATIONS. This firm has **NOT** been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

VIOLATIONS OF WAGE LAWS. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID

SIGNATURE OF AUTHORIZED PERSON

DATE SIGNED

PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM

TITLE OF PERSON SIGNING CERTIFICATE

PRINT COUNTY AND STATE WHERE SIGNED

Return this contractor certification to the solicitation coordinator listed in the solicitation document .

EXHIBIT 2-D BIDDER CERTIFICATIONS (continued)

RESPONSIBLE BIDDER CRITERIA – WORKER’S RIGHTS EXECUTIVE ORDER 18-03

Pursuant to the Washington State Governor’s Executive Order 18-03 (dated June 12, 2018), the Washington State Department of Natural Resources is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

SOLICITATION DATE: 6/25/2020

SOLICITATION No.: 1859

I hereby certify, on behalf of the firm identified below, as follows (check one):

NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID, QUOTATION AND/OR PROPOSAL

SIGNATURE OF AUTHORIZED PERSON

DATE SIGNED

PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM

TITLE OF PERSON SIGNING CERTIFICATE

PRINT COUNTY AND STATE WHERE SIGNED

EXHIBIT 2-E: PILOT REFERENCES

INVITATION FOR BID (IFB) #1859

1859 NORTHWEST REGION AERIAL HERBICIDE CONTRACT

Bidder shall furnish a minimum of three 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 Exhibit 1 – Draft Contract. Information obtained through reference checks will be used in to evaluate the bidder. Failure to submit references may result in the bid packet being rejected. DNR reserves the right to waive the requirement to provide references.

Pilot Information

Pilot Name: _____

WSDA Pesticide Applicators license # and expiration date: _____

Flight hours of forestry herbicide application experience: _____

NAME OF FIRM SUBMITTING BID for whom this reference applies: _____

(Note: Consultant submission of this form constitutes permission for AGENCY to contact the reference indicated herein.)

Contact Name of Reference:

Contact's E-mail:

Contact's Phone Number:

Name of Bidder's lead 'foreperson' who is known to this Reference:

Time Frame of Services Provided:

Budget for Services Performed by Bidder:

Description of Services Performed:

(This space reserved for AGENCY use)

EXHIBIT 2-E PILOT REFERENCES (continued)

INVITATION FOR BID (IFB) #1859

1859 NORTHWEST REGION AERIAL HERBICIDE CONTRACT

Bidder shall furnish a minimum of three 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 Exhibit 1 – Draft Contract. Information obtained through reference checks will be used in to evaluate the bidder. Failure to submit references may result in the bid packet being rejected. DNR reserves the right to waive the requirement to provide references.

Pilot Information

Pilot Name: _____

WSDA Pesticide Applicators license # and expiration date: _____

Flight hours of forestry herbicide application experience: _____

NAME OF FIRM SUBMITTING BID for whom this reference applies: _____

(Note: Consultant submission of this form constitutes permission for AGENCY to contact the reference indicated herein.)

Contact Name of Reference:

Contact's E-mail:

Contact's Phone Number:

Name of Bidder's lead 'foreperson' who is known to this Reference:

Time Frame of Services Provided:

Budget for Services Performed by Bidder:

Description of Services Performed:

(This space reserved for AGENCY use)

EXHIBIT 2-E PILOT REFERENCES (continued)

INVITATION FOR BID (IFB) #1859 1859 NORTHWEST REGION AERIAL HERBICIDE CONTRACT

Bidder shall furnish a minimum of three 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 Exhibit 1 – Draft Contract. Information obtained through reference checks will be used in to evaluate the bidder. Failure to submit references may result in the bid packet being rejected. DNR reserves the right to waive the requirement to provide references.

Pilot Information

Pilot Name: _____

WSDA Pesticide Applicators license # and expiration date: _____

Flight hours of forestry herbicide application experience: _____

NAME OF FIRM SUBMITTING BID for whom this reference applies: _____

(Note: Consultant submission of this form constitutes permission for AGENCY to contact the reference indicated herein.)

Contact Name of Reference:

Contact's E-mail:

Contact's Phone Number:

Name of Bidder's lead 'foreperson' who is known to this Reference:

Time Frame of Services Provided:

Budget for Services Performed by Bidder:

Description of Services Performed:

(This space reserved for AGENCY use)

EXHIBIT 2-F: CONTRACTOR'S DECLARATION OF INDUSTRIAL INSURANCE STATUS

INVITATION TO BID NUMBER 1859
(For Bidder Use Only)

The undersigned represents that they operate as (check one) _____ an individual, as _____ a partnership, or as _____ a corporation incorporated in the State of _____ . The undersigned further certifies that they will not be assisted by other individuals in the performance of this contract.

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

Bidder's Name _____ Labor & Industries Account # _____

Signature _____ Washington Business License # _____

Title _____ Additional Signatures _____

Address _____

City and State _____

Business Phone _____

Home Phone _____

Email Address _____

To whom it may concern:

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

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

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

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

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

NOTE: Return one (1) copy of this form with each Bid Form (Exhibit 2-H) as per the Invitation to Bid.

EXHIBIT 2-G: SOLICITATION TO OFFER

SOLICITATION TO OFFER (For Bidder Use Only)

On condition of a bid award for the Bid Price, the undersigned hereby offers and agrees to furnish services in compliance with all terms, conditions, and specifications of Invitation to Bid #1859. Submittal of this offer with authorized signature constitutes complete understanding of all terms and conditions. Further, submittal of this offer constitutes acceptance of and agreement to comply with all terms and conditions of the contract if awarded, and verifies that all services will be available throughout the period of the contract.

(Bidder's Name)

(Address)

(City) (State) (Zip)

(UBI No.)

(L & I Industrial Insurance Account No.)

(Farm Labor Contractor License No.)

(Federal I.D. No. or Social Security No.)

(Email address)

By: _____
(Signature) (Date)

(Typed or Printed Name)

(Title)

(phone No.)

SOLICITATION AWARD (For Dept. of Nat. Resources Use Only)

Invitation to Bid #1859 is hereby awarded to _____

State of Washington,
Department of Natural Resources

By: _____
(Signature) (Date)

Jay Guthrie
NW Region Manager

NOTE: Return one (1) copy of this form with each Bid Form (Exhibit 2-H) as per the Invitation to Bid guidance.

EXHIBIT 2-H: BID FORM

Invitation to Bid # 1859
Northwest Region Aerial Herbicide Contract

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.	953	\$ _____	\$ _____	\$ _____	\$ _____
<ol style="list-style-type: none"> 1. Per acre price for all chemicals including sales tax. 2. Per acre price for helicopter application only. 3. Chemical rate per acre including sales 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. 						

*refer to Section II of the draft contract (Exhibit 1) for more information on treatment units and required herbicides.

Bidder's Name: _____

Signature: _____

Title: _____

Company: _____

Note:

Detach and return this Section as per Invitation to Bid.