



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

Northwest Region

INVITATION TO BID

Contract Number #1277

Contract Digest: AERIAL HERBICIDE

(Aerial Herbicide sprays are the application of herbicides made by helicopter, typically from 60-80 feet above the target area.)

Bid Opening is July 8, 2010 @ 4:00 p.m.

SECTION I

- Notice to All Bidders
- Instructions to Bidders

SECTION II

- Division I Bidding Requirements
- Division II General Provisions
- Division III Specifications for the Activity

SECTION III

- Unit Descriptions
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- Offer and Contract Award

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1 ANNOUNCEMENT AND SPECIAL INFORMATION

Bidders are required to read and understand all information contained within this entire bid package. The Competitive Procurement Standards, which are referred to in this bid package are not automatically printed or sent out with this Request for Bid. By responding to this Request for Bid the Bidder agrees to read and understand these documents. These documents are available online at: <http://www.ga.wa.gov/pca/cps.htm>.

In support of the State's economic and environmental goals, we encourage you to consider the following elements in responding to our bids. These are not a factor of award (unless otherwise specified in this document):

- Using environmentally preferable products and products that exceed EPA guidelines.
- Supporting a diverse supplier pool, including small, minority, and women-owned firms.
- Featuring products made or grown in Washington.

1.1 PUBLIC DISCLOSURE

Bid information, including Price sheet, will not be available for public disclosure until after award of the contract. At the time of bid opening, only the name of the Bidder and time of bid receipt will be read aloud.

1.2 SCOPE

A. PURPOSE

The purpose of this Request for Bid is for the purchase of helicopter application of herbicide as a late foliar treatment to (all numbers are approximate) **1,376 acres** of forest plantations in Northwest Region, projected time frame is **July 26, 2010, or date of award, whichever is later, through August 13, 2010 for site preparation (Items 1, 2 and 3) and September 13, 2010 through October 8, 2010 for conifer release (Item 4).**

B. PURCHASER

The primary purchaser will be the Washington State Department of Natural Resources (WDNR).

C. DELIVERY

Delivery is of the essence and may be a factor in award. Bidder must be ready to begin application and have the herbicide in their possession and ready for use at least seven (7) calendar days before the effective start date stated in the scope (See 1.2.A).

D. BID EVALUATION

Bid evaluation and award criteria can be found in the section entitled Bid Evaluation. The DNR anticipates it will take seven (7) calendar days after the bid opening date to make an award (assuming an award is made). In the event an award decision takes longer than the anticipated seven (7) calendar days the project time frames will be adjusted day-for-day.

1.3 SPECIAL CONCERNS

Please note section 5.3.F.1.C. regarding changes to the type of nozzle allowed for this contract. Please note section 5.3.F.1.h.1. regarding the only approved herbicide substitutions.

Please note timing restrictions and flight path restrictions in place for Items 1 and 2 as identified in 5.4 - Unit Description.

2 CHECK LIST

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

Bid Submittal entitled: Offer and Award - Signed (5.1) _____

Bid Submittal entitled: Bidder Information - Initialed (5.2) _____

Bid Submittal entitled: Specifications - Initialed (5.3) _____

Bid Submittal entitled: Unit Descriptions - Initialed (5.4) _____

Bid Submittal entitled: Required Herbicides and Misc. Notes - Initialed (5.5) _____

Bid Submittal entitled: Price Sheet - Initialed (5.6) _____

Bid Submittal entitled: References - Initialed (5.7) _____

Bid submittals to be returned after award:

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

1. Certificate of Insurance.
2. Letter of certification of the aircraft(s) registration with the Department of Licensing and pilot(s) registration with the Division of Aeronautics.
3. Any other documents required herein.

3 BID EVALUATION

3.1 EVALUATION / AWARD

Should this Request for Bid result in an award then: In conjunction with the Competitive Procurement Standards, Section III, Paragraph 28, Award Factors, Request for Bid evaluation and possible resulting award shall be to the least expensive responsible and responsive Bidder. Evaluation and award shall be on an all-or-none basis to assure compatibility and/or efficiency in the award. Evaluation of pricing will be based on the chemical rate per acre plus the application rate per acre to arrive at a total rate per acre. The total rate per acre will be multiplied by the approximate acres for an item extended line total. Each individual extended line item total will be added together to arrive at an all-or-none total. Only one award will be made. Washington State sales tax, or use tax (if required) shall be excluded from all submitted bids. Contractors may invoice the DNR for reimbursement of sales tax, or use tax (See 5.3.E.2).

3.2 EVALUATION CONFERENCE

To aid in the evaluation process, after bid opening, the DNR may require individual Bidders to appear at a date, time, and place determined by the DNR for the purpose of conducting discussions to determine whether Bidders have a full and complete understanding of the nature and scope of contractual requirements, including the resources necessary to successfully fulfill all contractual requirements within the allotted time frame stated in the scope (See 1.2.A). In no manner shall such action be construed as negotiations or an indication of the DNR's intention to award.

4 SPECIAL TERMS AND CONDITIONS

4.1 SPILL CLEAN-UP

The supplier shall be responsible for spillage caused by their negligence, which occurs during transit or unloading operations. The supplier shall immediately report and clean up any spillage. Upon failure to do so, the supplier shall remain responsible for all actual related costs.

4.2 MATERIALS AND WORKMANSHIP

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

4.3 ESTABLISHED BUSINESS

To be considered responsive, Bidder must, prior to commencing performance, or prior to that time if required by law or regulation (reference WAC Chapter 18.27), be an established business firm with all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in the bid solicitation. All Bidders must have Federal Tax Identifier Number as required by IRS regulations and Uniform Business Identifier Number required by Department of Revenue (800) 647-7706. Questions regarding specific licenses should be directed to Department of Licensing at (360) 664-1400. The state reserves the right to require proof of said requirements including business references within ten (10) calendar days from the date of request.

4.4 BIDDER COMPLIANCE

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

4.5 QUESTIONS AND INQUIRIES

This Request for Bid is time sensitive and does not involve a pre-bid meeting. It is to your benefit to immediately review the document and ask questions (if any) as soon as possible. All questions related to this Request for Bid shall be directed to the Contract Administrator identified on the front page. Inquiries shall be in writing and shall reference the appropriate section and paragraph number. Questions received less than ten (10) calendar days prior to bid opening may not be considered. Only questions answered by written amendment are binding. Oral interpretations have no legal effect. Unofficial communication streams are not binding and at your own risk.

5 BID SUBMITTALS

5.1 OFFER AND AWARD

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

<http://www.ga.wa.gov/pca/cps.htm>

STANDARD DEFINITIONS (revised 06/02/2003)

STANDARD INSTRUCTIONS FOR BIDDERS (revised 06/02/2003)

STANDARD TERMS AND CONDITIONS (revised 03/09/2006)

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

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

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

A contract is hereby awarded between the above company and the State of Washington, Department of Natural Resources, to be effective _____, 2010.

_____	_____	_____	_____
Contract Administrator	Date	Region Manager	Date

5.2 BIDDER INFORMATION

Bidder shall complete the following:

1. Authorized Representative(s):

Primary Contact:		Secondary Contact:	
Name:	_____	Name:	_____
Address:	_____ _____	Address:	_____ _____
Telephone:	_____	Telephone:	_____
Fax:	_____	Fax:	_____
Email:	_____	Email:	_____

2. Bidder Address(s):

Billing will be from:		Payment to be sent to:	
Name:	_____	Name:	_____
Address:	_____ _____	Address:	_____ _____
Telephone:	_____	Telephone:	_____
Fax:	_____	Fax:	_____
Email:	_____	Email:	_____

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

5.3 SPECIFICATIONS

A. DEFINITIONS

DNR: The Washington State Department of Natural Resources

CONTRACTOR: The person, partnership or corporation to whom the contract is awarded.

CONTRACT ADMINISTRATOR: The DNR employee who is primarily responsible for all aspects of contract administration.

OFFICIAL COMMUNICATION STREAM: Any request, question, inquiry, communication, etc. prior to an actual award will be routed through the Contract Administrator. The Bidder shall operate at their own risk if they rely on any additional information, assertions, promises, implications, etc. made to the Bidder by anyone else other than the Contract Administrator. After the actual award is made (if at all) the official communication point shall be the Contract Administrator unless a contract provision specifically designates a different point of contact. In the event of problems/disputes the successful Bidder shall contact the Contract Administrator within a short and reasonable time. This definition shall also act as a contract provision and applies to all parts of the Request for Bid.

B. LEGAL RESPONSIBILITIES

1. The Contractor shall assume full responsibility for the safety of his employees, equipment and supplies.
2. The Contractor shall furnish his crew with adequate safety clothing, according to General Safety and Health Standards WAC 296-800-160, including boots, coveralls, hats and gloves for handling the type of chemical being applied.

C. PILOT AND AIRCRAFT REQUIREMENTS

1. All pilots shall be registered with the Washington State Department of Transportation, Division of Aeronautics. **(This is no longer required as of July 2005 with the passing of Senate Bill 5414).**
2. All aircraft shall be registered with the Department of Licensing. **Aircraft shall be registered with the Department of Agriculture.**
3. Before commencing work, the Contractor shall supply to the Contract Administrator a letter of certification of the aircraft(s) registration with the Department of Licensing and pilot(s) registration with the Division of Aeronautics.

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

4. Pilot(s) and aircraft(s) shall be available for inspection and/or flight check by the Division of Aeronautics and/or the DNR prior to and at any time during the current agreement period.
5. The Contractor shall furnish the necessary pilot(s) and mechanics to provide the services to be rendered herein without unjustified delay. The Contractor shall maintain necessary pilot(s), ground support crew(s) and equipment with each aircraft during the periods called for under this contract, and they shall be familiar with the terrain within the assigned treatment zone and generally familiar with the terrain and requirements for flight operations in the State of Washington. Pilot(s) shall be capable of cross-country navigation within the State.

D. FLIGHT DUTY LIMITATIONS

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

1. Flight time shall not exceed a total of seven (7) hours per day.
2. Pilots accumulating thirty (30) or more hours of flying in any six (6) consecutive days will be off duty the following full calendar day.
3. A duty day is any day a flight is made, or four (4) hours or more of other duty is performed. Pilots must have a minimum of ten (10) consecutive hours off duty within twenty-four (24) hours after the beginning of any duty day.
4. The DNR may waive the "consecutive" requirement so that pilots flying such missions as aerial application may have two (2) shorter off duty periods, providing they aggregate to ten (10) hours or more.
5. Duty includes flight time and ground duty of any kind.
6. During any fourteen (14) consecutive days, pilots will be off duty for two (2) full calendar days; however, off-duty days need not be consecutive.
7. Combined fixed wing/helicopter operations shall have the same limitations as for helicopter operations.
8. 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.
9. 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.

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

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

E. 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 for each Bid Item (See 5.6). If chemical is a tank mix of more than one chemical, the total price for the combined chemical shall be listed for each Bid Item.
2. Washington State sales tax or “use tax” (if applicable) is only owed to the Washington Department of Revenue on the chemical and not on the helicopter application of the chemical. Contractors may include Washington State sales tax for the applied chemical on invoices. Sales tax shall be included as a separate payment item, listed separately for each Bid Item.
3. Billing invoice forms will be signed by the Contractor and the Contract Administrator 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, less L&I Retainage (below).
4. Washington State Department of Labor and Industry (L&I) Retainage
 - a. One percent (1%) of all payments due Contractors who employ workers shall be retained by DNR as security for L&I industrial insurance premiums owed for their workers.
 - b. Upon determination that Contractor has met all financial obligations for industrial insurance premiums related to the Bid Item(s) of this contract, the one percent (1%) retainage will be returned to the Contractor.

Bidder’s Company Name: _____ Bidder’s Initials: _____

F. EQUIPMENT, SUPPLIES AND APPLICATION REQUIREMENTS

All contract work shall be consistent with herbicide labeling and the Forest Practices Application/Notification as approved. If determined by the DNR's representative that an individual requirement of this section cannot be applied consistent with current herbicide labeling and/or Forest Practices, the herbicide label and/or the Forest Practices Application/Notification shall prevail.

1. Equipment and Supplies

- a. The Contractor shall furnish all flying, spraying and mix-truck equipment. Helicopters shall be equipped with a spray system capable of applying herbicide at rates specified. Spray apparatus shall be readily adjustable in the field and have a leak proof distribution system with positive shutoff.
- b. Helicopters shall be of the Bell 206 class or smaller and capable of carrying at least eighty (80) gallons of mix at all elevations.
- c. **The only nozzle allowed for this contract is Accu-Flo™ .028, 64 tube radial nozzle.**
- d. To help reduce drift, nozzles shall be oriented down at either a 45-degree angle or horizontal to the air stream.
- e. The helicopters shall be equipped with a Global Positioning System (GPS) device to track/mark each flight strip and buffer area(s). The GPS device must have the capability to export files at suitable map scale(s) for print-out and review by project administrator, if so requested. Flight data shape files and/or a print-out of flight lines shall be made available to the Contract Administrator within twenty-four (24) hours of completion of a unit, when requested.
- f. The Contractor shall furnish a mix-truck of 2,000 gallons minimum capacity with each helicopter. During the dormant season the Contractor shall have an additional 2,000 gallons hauling capability when requested. 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:

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

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

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

<u>Brand Name Herbicide:</u>	<u>Approved Substitute:</u>
Accord Concentrate EPA # 62719-324	Foresters EPA # 228-381 Glyphosate 5.4 EPA# 81927-8
Chopper EPA # 241-296	Polaris SP EPA# 228-536 Rotary 2SL EPA# 81927-6
Oust XP EPA # 352-601	Spyder EPA# 228-408 SFM 75 EPA# 81927-26
Oust Extra EPA # 352-622	SFM Extra EPA# 81927-5 Spyder Extra EPA# 228-6902.

Drift control agents, while not specified in the Unit Descriptions, may be required in minimal quantities, and shall be supplied by the Contractor. See acres requiring drift control additive in the Unit Descriptions.

- 2. All costs of materials, operation and maintenance not specifically furnished by the DNR, under part G1 below, shall be borne by the Contractor.
- 3. The Contractor will be responsible for all containment, neutralization, clean-up, disposal, associated costs, and other measures as may be required to respond to a fuel, chemical or pesticide spills.
- 4. Application
 - a. Prior to treatment the Contractor will determine flight patterns for disseminating the spray mix such that the maximum treatable area of the unit is treated with the prescribed application rate. The flight patterns must be acceptable to the DNR.

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

- b. Application of spray shall not be made into streams containing water, lakes or ponds. Buffer strips adjacent to streams, lakes and ponds, as designated by the Contract Administrator, shall be left unsprayed. A drift control additive may be required to help establish the unsprayed buffer.
- 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:
5 mph maximum or as specified by the herbicide label.
- d. The DNR reserves the right to determine if weather conditions are suitable for spraying operations. The Contractor shall cease spraying if the DNR determines weather conditions are unsuitable.
- e. 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.
- f. The application rate of spray mix shall be ten (10) gallons of total solution evenly distributed per acre. The total solution applied per acre shall include herbicide and carrier as specified in the Unit Descriptions.
- 5. On site, single-flight load batching shall be the method of preparing herbicide mixes for all units. This method of batching may be modified by the Contract Administrator if mutually agreed to at a pre-work conference. The Contractor must have the ability to effectively batch single-flight loads of chemical (See 5.3.F.1.f.3).

G. WORK RESPONSIBILITIES AND SCHEDULING

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

1. The DNR shall furnish or supply:
 - a. Maps, aerial photos and other data necessary for orientation of each pilot.
 - b. A representative to acquaint each pilot with each unit to be sprayed delineating boundaries of units and buffer strips adjacent to streams and open water to be left unsprayed.
 - c. Licensed personnel to supervise the measuring of correct chemical concentrations.
 - d. 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 arrival. All heliport and road maintenance shall be completed at this time.
 - e. Delivery assistance for additional water, when available and practicable, to maximize the application operation during favorable flying weather.
2. Bidders are expected to examine this entire Request for Bid and to consider the scattered and intermittent conditions of the work.
3. A separate per acre bid for each Bid Item, as designated in the Unit Descriptions and on the Price Sheet, is required.
4. To be acceptable the work schedule must occur within a Bid Item's treatment window. The anticipated treatment window(s) are listed separately for each Bid Item in the Unit Descriptions. The DNR will determine the actual treatment window by assessing the current physiological condition of the plant species to be treated and considering the effect of time and the projected weather trend on it. The department will reset or confirm a treatment window at least one week in advance of the anticipated treatment window's start date.

H. DELAY DUE TO FORCE MAJEURE

Due to the nature of the work involved in this contract, any delay incurred due to Force Majeure may not, at the option of the DNR, be compensated for by a contract extension. The DNR must retain the right to determine if the season or growth conditions permit or exclude any extension of the contract. This determination of the feasibility of a contract extension shall remain the sole prerogative of the DNR and the Contractor must plan to accomplish all work under this contract within the time stated. The Contractor in planning and scheduling the work must include time lost due to weather conditions. Weather conditions during the contract period are variable and will exclude the application of herbicides for an unknown number of days.

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

I. EXEMPTIONS

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

J. SALES TAX

Washington State sales tax, or use tax (if required) shall be excluded from all submitted bids. Contractors may invoice the DNR for reimbursement of sales tax, or use tax (See 5.3.E.2).

K. SKIPS

Including but not limited to any other claim/theory of contract breach/contract damages, a “skip” is defined as an unsatisfactorily treated acreage. 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.

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

5.4 UNIT DESCRIPTIONS

ITEM NO. 1

ANTICIPATED TREATMENT WINDOW: July 26 through August 13, 2010

<u>HERBICIDE(S)</u> <u>(See Clause 5.5)</u>	<u>HERBICIDE</u> <u>AMOUNT</u> <u>PER ACRE</u>	<u>TOTAL AMOUNT</u> <u>OF HERBICIDE FOR</u> <u>ITEM 1</u>	<u>ADJUVANT</u> <u>(See Clause 5.5)</u>	<u>ADJUVANT</u> <u>AMOUNT</u> <u>PER ACRE</u>	<u>TOTAL AMOUNT OF</u> <u>ADJUVANT</u> <u>FOR ITEM 1</u>	<u>TOTAL ITEM ACRES</u>
Accord Concentrate	48 oz	20,496 oz	Syl Tac, Phase	6 oz	2,562 oz	427
Chopper	8 oz	3,416 oz	or Dynamic			
Oust XP	3 oz	1,281 oz				

<u>COUNTY/DISTRICT</u>	<u>UNIT NAME</u>	<u>LEGAL</u>	<u>ELEVATION</u> <u>(Ft)</u>	<u>MILES TO</u> <u>HELIPORT</u>	<u>HELIPORT</u> <u>COORDINATES</u>	<u>APPROX.</u> <u>ACRES</u>	<u>APPROX. DRIFT</u> <u>CONTROL ACRES</u>
Skagit/Baker	ANDROMEDA	T36N R6E S7, 18	1,009' - 1,539'	In Unit @ 1,546'	N 48° 37.149' W 122° 4.621'	25	2
Whatcom/Baker	*SUGAREE*	T38N R6E S16	1,343' - 2,398'	0.5 mi @ 1,985'	N 48° 47.295' W 122° 1.838'	71	4
Snohomish/Cascade	BEAR DUEL U2	T31N R6E S 14, 23	1,039' - 1,534'	0.8 mi. @ 1,600'	N 48° 10.793' W 121° 59.525'	48	4
Snohomish/Cascade	BEAR FUN U2	T31N R6E S 13	1,510' - 1,901'	0.1 mi. @ 1,720'	N 48° 10.851' W 121° 59.543'	78	6
Snohomish/Cascade	OSO LOW	T32N R7E S 15,22	766' - 1,235'	In Unit @ 1,235'	N 48° 15.412' W 121° 53.186'	42	4
Snohomish/Cascade	REITERATE U1	T29N R7E S 1,12	985' - 1,699'	0.5 mi. @ 1,760'	N 48° 01.224' W 121° 50.219'	53	4
Skagit/Cascade	*TARN TABLEAU U2*	T33N R7E S 31	1,010' - 1,210'	In Unit	N 48° 18.454' W 121° 57.321'	60	6
Snohomish/Cascade	WORTHY ADVERSARY U3	T28N R8E S 3, 4, 9, 10	750' - 907'	0.1 mi. @ 1,160'	N 47° 56.372' W 121° 47.036'	50	4

COMMENTS: * Wildlife Timing Restrictions - marbled murrelets - are in place for "Tarn Tableau 2" and "Sugaree" as follows: April 1 to August 31st from 1 hour before official sunrise to 2 hours after official sunrise and from 1 hour before official sunset to 1 hour after official sunset no heavy equipment will be allowed to operate within 1/4 mile of the occupied site. There is also a flight pattern restriction in place for "Tarn Tableau U2" and "Forte U1". These two units are separated by occupied murrelet habitat. FP regulations do not allow flights over occupied habitat. Please see enclosed map for required flight path to avoid regulatory violations.

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

5.4 UNIT DESCRIPTIONS

ITEM NO. 2

ANTICIPATED TREATMENT WINDOW: July 26 through August 13, 2010

<u>HERBICIDE(S)</u> <u>(See Clause 5.5)</u>	<u>HERBICIDE</u> <u>AMOUNT PER</u> <u>ACRE</u>	<u>TOTAL AMOUNT</u> <u>OF HERBICIDE FOR</u> <u>ITEM 2</u>	<u>ADJUVANT</u> <u>(See Clause 5.5)</u>	<u>ADJUVANT</u> <u>AMOUNT</u> <u>PER ACRE</u>	<u>TOTAL AMOUNT OF</u> <u>ADJUVANT</u> <u>FOR ITEM 2</u>	<u>TOTAL</u> <u>ITEM ACRES</u>
Accord Concentrate	48 oz	32,112 oz	Syl Tac, Phase	6 oz	4,014 oz	669
Chopper	8 oz	5,352 oz	or Dynamic			
Oust Extra	4 oz	2,676 oz				

<u>COUNTY/DISTRICT</u>	<u>UNIT NAME</u>	<u>LEGAL</u>	<u>ELEVATION</u> <u>(Ft)</u>	<u>MILES TO</u> <u>HELIPORT</u>	<u>HELIPORT</u> <u>COORDINATES</u>	<u>APPROX.</u> <u>ACRES</u>	<u>APPROX.</u> <u>DRIFT</u> <u>CONTROL</u> <u>ACRES</u>
Whatcom/Baker	DIFFERENTIAL	T37N R5E S33	976' - 1,706'	0.1 mi @ 1,622'	122° 10.688' W 48° 38.933' N	13	1
Skagit/Baker	SIDE SLINGER	T36N R4E S1	1,337' - 2,398'	0.4 mi @ 2,930'	122° 15.175' W 48° 37.926' N	27	2
Snohomish/Cascade	BEAR FUN U1	T31N R6E S 1, 2, 12	958' - 1,380'	In Unit @ 1,380'	N 48° 11.727' W 121° 58.994'	86	6
Skagit/Cascade	*FORTE U1*	T33N R7E S 29,30,31,32	960' - 1,260'	0.5 mi. @ 1,320'	N 48° 19.430' W 121° 56.725'	55	6
Skagit/Cascade	GRASS HUT U1	T33N R5E S 13	860' - 1,283'	0.3 mi. @ 1,400'	N 48° 21.228' W 122° 05.824'	62	6
Skagit/Cascade	PINK FLAMINGO U1	T33N R5E S 26	654' - 1,154'	In Unit @ 1,154'	N 48° 19.282' W 122° 07.565'	43	4
Skagit/Cascade	PINK FLAMINGO U2	T33N R5E S 23,24,25,26	702' - 1,041'	0.5 mi. @ 1,000'	N 48° 19.282' W 122° 07.565'	53	4
Skagit/Cascade	PINK FLAMINGO U3	T33N R5E S 24,25	861' - 1,450'	1.0 mi. @ 1,000'	N 48° 19.282' W 122° 07.565'	37	4
Snohomish/Cascade	RAGEDY BEAR	T31N R6E S 3	320' - 600'	0.9 mi. @ 600'	N 48° 10.948' W 122° 01.686'	34	4
Snohomish/Cascade	TRAILER U5	T28N R8E S 16, 17	513' - 1,023'	0.1 mi. @ 1,000'	N 47° 54.398' W 121° 47.737'	70	6
Snohomish/Cascade	TREMBLE U1	T32N R6E S 26,35	482' - 1,608'	In Unit @ 1,608'	N 48° 13.445' W 121° 59.722'	85	6
Snohomish/Cascade	TREMBLE U2	T32N R6E S 25	851' - 1,210'	0.8 mi. @ 1,040'	N 48° 13.445' W 121° 59.722'	36	4
Snohomish/Cascade	TWITCH U1	T32N R6E S 23	1430' - 1523'	0.2 mi. @ 1,600'	N 48° 14.543' W 122° 00.292'	6	2

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

<u>COUNTY/DISTRICT</u>	<u>UNIT NAME</u>	<u>LEGAL</u>	<u>ELEVATION (Ft)</u>	<u>MILES TO HELIPORT</u>	<u>HELIPORT COORDINATES</u>	<u>APPROX. ACRES</u>	<u>APPROX. DRIFT CONTROL ACRES</u>
Snohomish/Cascade	WALLACE BLISS U1	T28N R9E S 20	1220' - 1625'	0.1 mi. @ 1,400'	N 47° 53.513' W 121° 40.742'	29	4
Snohomish/Cascade	WALLACE BLISS U2	T28N R9E S 20, 29	1721' - 1912'	0.2 mi. @ 1,400'	N 47° 53.513' W 121° 40.742'	33	4

COMMENTS: * Wildlife Timing Restrictions - marbled murrelets - are in place for "Forte 1" as follows: April 1 to August 31st from 1 hour before official sunrise to 2 hours after official sunrise and from 1 hour before official sunset to 1 hour after official sunset no heavy equipment will be allowed to operate within ¼ mile of the occupied site. There is also a flight pattern restriction in place for "Tarn Tableau U2" and "Forte U1". These two units are separated by occupied murrelet habitat. FP regulations do not allow flights over occupied habitat. Please see enclosed map for required flight path to avoid regulatory violations.

5.4 UNIT DESCRIPTIONS

ITEM NO. 3

ANTICIPATED TREATMENT WINDOW: July 26 through August 13, 2010

<u>HERBICIDE(S)</u> <u>(See Clause 5.5)</u>	<u>HERBICIDE AMOUNT PER ACRE</u>	<u>TOTAL AMOUNT OF HERBICIDE FOR ITEM 3</u>	<u>ADJUVANT (See Clause 5.5)</u>	<u>ADJUVANT AMOUNT PER ACRE</u>	<u>TOTAL AMOUNT OF ADJUVANT FOR ITEM 3</u>	<u>TOTAL ITEM ACRES</u>
Accord Concentrate	48 oz	2,160 oz	Syl Tac, Phase	6 oz	270oz	45
Chopper	16 oz	720 oz	or Dynamic			
Oust Extra	4 oz	180 oz				

<u>COUNTY/DISTRICT</u>	<u>UNIT NAME</u>	<u>LEGAL</u>	<u>ELEVATION (Ft)</u>	<u>MILES TO HELIPORT</u>	<u>HELIPORT COORDINATES</u>	<u>APPROX. ACRES</u>	<u>APPROX. DRIFT CONTROL ACRES</u>
Skagit/Baker	SPARE TIRE	T35N R5E S1, 2	935'-1,903'	In Unit @ 1,890'	N 48° 33.279' W 122° 7.013'	45	3

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

5.4 UNIT DESCRIPTIONS

ITEM NO. 4

ANTICIPATED TREATMENT WINDOW: September 13 through October 8, 2010

<u>HERBICIDE(S)</u> <u>(See Clause 5.5)</u>	<u>HERBICIDE</u> <u>AMOUNT PER</u> <u>ACRE</u>	<u>TOTAL AMOUNT</u> <u>OF HERBICIDE FOR</u> <u>ITEM 2</u>	<u>ADJUVANT</u> <u>(See Clause 5.5)</u>	<u>ADJUVANT</u> <u>AMOUNT</u> <u>PER ACRE</u>	<u>TOTAL AMOUNT OF</u> <u>ADJUVANT</u> <u>FOR ITEM 2</u>	<u>TOTAL</u> <u>ITEM</u> <u>ACRES</u>
Accord Concentrate	36 oz	8,460 oz	Sylgard, Phase, Slither	0.5 oz	117.5 oz	235
Oust XP	2 oz	470 oz				

<u>COUNTY/DISTRICT</u>	<u>UNIT NAME</u>	<u>LEGAL</u>	<u>ELEVATION</u> <u>(Ft)</u>	<u>MILES TO</u> <u>HELIPORT</u>	<u>HELIPORT</u> <u>COORDINATES</u>	<u>APPROX.</u> <u>ACRES</u>	<u>APPROX.</u> <u>DRIFT</u> <u>CONTROL</u> <u>ACRES</u>
Skagit/Baker	APOLLO	T36N R5E S20, 21	1,433'-2,301'	0.1 mi @ 1,627'	N 48° 35.744' W 122° 11.551'	33	2
Whatcom/Baker	APPLE PIE	T37N R4E S13	1,932'-2,205'	0.4 mi @ 2,374'	N48° 41.305' W 122° 14.368'	14	1
Whatcom/Baker	COLONIAL	T38N R5E S24 T38N R6E S19	1,222'-1,861'	In Unit @ 1,860'	N 48° 46.080' W 122° 5.300'	32	2
Whatcom/Baker	MCKENZIE	T37N R6E S31	1,291'-2,299'	In Unit @ 2,283'	N 48° 39.023' W 122° 5.090'	32	2
Skagit/Baker	MEDIAN	T36N R5E S2, 11	547'-1,210'	0.1 mi @ 762'	N 48° 38.013' W 122° 7.425'	69	4
Whatcom/Baker	SANTA MARIA	T37N R5E S36	1,087'-1,221'	0.3 mi @ 1,366'	N 48° 39.102' W 122° 6.069'	15	1
Whatcom/Baker	VEDDER TOP	T40N R5E S4	1,009'-1,674'	0.1 mi @ 1,200'	N 48° 59.203' W 122° 10.201'	40	3

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

5.5 REQUIRED HERBICIDES AND MISCELLANEOUS NOTES

Except as stipulated in Clause 5.3.F.1.h.1, Herbicide Shall Be:

1. Glyphosate, N - (phosphonomethyl)glycine, in the form of its isopropylamine salt; 53.8% active ingredient (5.4 pounds per gallon)
Trade name(s) **Accord Concentrate**
2. Sulfometuron methyl {Methyl 2-[[[(4,6-dimethyl-2-pyrimidinyl)amino]-carbonyl]amino]sulfonyl]benzoate}; 75% by weight active ingredient
Trade name(s): **Oust XP**
3. Sulfometuron methyl {Methyl 2-[[[(4,6-dimethyl-2-pyrimidinyl)amino]-carbonyl]amino] sulfonyl]benzoate} 56.25% active ingredient: Metsulfuron methyl Methyl 2-[[[(4-methoxy-6-methyl-1,3,5-triazin-2-yl)amino]-carbonyl]amino]sulfonyl]benzoate 15.00% active ingredient.
Trade Name(s): **Oust EXTRA**
4. Isopropylamine salt of Imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid); 27.6% active ingredient
Trade Name(s): **Chopper**

Adjuvant Shall Be:

1. Ethylated seed oil; 3-(3-hydroxypropyl)-heptamethyltrisiloxane, ethoxylated acetate; polyoxyethylene dioleate: 100% active ingredient
Trade name(s): **Syl Tac at 6 oz. per acre**
2. Methylated seed oil; alkylpolyoxy-ethylene ether and polyether modified polysiloxane: 100% active ingredient
Trade name(s): **Phase at 6 oz. per acre**
3. Methylated seed oil; C16-C18 fatty acids, polyalkyleneoxide, modified polydimethylsiloxane, alkylphenol: 99% active ingredient
Trade name(s): **Dynamic at 6 oz. per acre**
4. 2-(3-Hydroxypropyl) Heptamethyl-trisiloxane, Ethoxylated Acetate, Allyloxy Polyethylene Glycol Monallyl Acetate and Polyethylene Glycol Diacetate; 100% active ingredient
Trade name(s): **Sylgard 309 at 0.5 oz. per acre**
5. Proprietary blend of polyalkyleneoxide modified polydimethylsiloxane and polyoxpropylene-polyoxyethylene block copolymers: 99% active ingredient
Trade name(s): **Kinetic at 0.5 oz. per acre**
6. Polysiloxane polyether copolymer: 100% active ingredient
Trade name(s): **Slither at 0.5 oz. per acre**

Herbicide Carrier Shall Be:

1. Water

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

5.6 PRICE SHEET

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.	427	\$ _____	\$ _____	\$ _____	\$ _____
2.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	669	\$ _____	\$ _____	\$ _____	\$ _____
3.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	45	\$ _____	\$ _____	\$ _____	\$ _____
4.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	235	\$ _____	\$ _____	\$ _____	\$ _____
N/A	TOTALS: (on all (4) Bid Items above, all-or-nothing)	1,376	\$ _____	\$ _____	\$ _____	\$ _____
¹ Per acre price for all chemicals excluding tax. ² Per acre price of helicopter application only. ³ Chemical rate per acre excluding tax plus the application rate per acre. ⁴ Total rate per acre multiplied by the estimated acres. ⁵ All prices shall be FOB destination, freight prepaid and included.						

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

5.7 REFERENCES

Bidder shall furnish a minimum of 3 references for which Bidder has delivered goods or services on a contract similar in scope to that described in this Request for Bid. Any feedback that the reference would not engage in future business may result in the bid being rejected. The state reserves the right to waive the reference check.

- 1. Company Name: _____
Address: _____
Contact Person: _____
Telephone: _____
Fax: _____
Email: _____

Briefly describe the project performed:

- 2. Company Name: _____
Address: _____
Contact Person: _____
Telephone: _____
Fax: _____
Email: _____

Briefly describe the project performed:

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

5.7 REFERENCES (CONTINUED)

- 3. Company Name: _____
- Address: _____
- Contact Person: _____
- Telephone: _____
- Fax: _____
- Email: _____

Briefly describe the project performed:

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

